

WARRANTY FOR O-MEGA ODOR CONTROL PRODUCTS

Vapex Environmental Technologies, Inc. (“VAPEX”) warrants solely to the purchaser or original end user (“Owner”) that, during the Warranty Period (as defined below) the Product (as defined below) will be free from material defects (“Defects”) in design, workmanship and/or material under normal use and service in compliance with the requirements of the VAPEX’s Specifications and VAPEX’s Installation, Operation & Maintenance Manual for the Product (the “Warranty”).

WARRANTY PERIOD:

For O-MEGA models V400, V800, V1500 and C2500 (“Product”) sold as:

- New products: 36-months
- Used or Demonstration products: 12-months

The Warranty Period will begin from the later of the date of shipment and the date of a Manufacturer’s Certification of Proper Equipment Installation, Start-up and Operation form completed by an approved service technician from a VAPEX-authorized service facility provided that such Certification is received by VAPEX within six (6) months from the date of shipment. If said certification is not received within six (6) months from the date of shipment the warranty period will begin on the date of shipment.

STORAGE:

Should a delay occur between ship date and the date of start-up, the product should be stored in accordance with VAPEX’s Installation, Operation & Maintenance Manual during any such period or the VAPEX warranty could be considered void.

VAPEX’S OBLIGATION:

In the event that VAPEX, in its sole but reasonable discretion, determines that a Defect exists, VAPEX’s sole obligation under this Warranty will be, in its sole discretion, to replace, repair or grant credit for the Product solely to the extent reasonably required to remedy the Defect. Repaired or replacement parts shall be covered by this Warranty for the greater of the remaining Warranty Period and ninety (90) days.

EXCLUSIONS:

This Warranty shall not apply to any Defects which, in VAPEX’s sole but reasonable discretion, were caused by or resulted from (i) shipping and handling, abuse, vandalism, misuse, misapplication, accident, alteration, neglect, or physical damage by Owner, Owner’s employees or any third party; or (ii) installation, operation, use or preventative maintenance of the Product contrary to VAPEX’s printed instructions for installation, operation and maintenance; or (iii) installation of the Product by any person or entity that was not certified by VAPEX and/or the use of replacement parts not certified by VAPEX; or (iv) ineffective power supply, contaminated water supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, and/or corrosion; or (v) hardware that did not originate from VAPEX, including, without limitation, blowers and valves of an air collection system or additional foul air scrubbing systems; (vi) acts and/or actions beyond the reasonable control of VAPEX (including, without limitation, acts of third parties, fire, flood, earthquake, storm, hurricane or other natural event or disaster); or (vi) the use of accessory equipment not sold by VAPEX or not approved by VAPEX in connection with the product. This Warranty shall not apply to Products exported outside of the United States of America or Canada without the prior written consent of VAPEX or to Products from which VAPEX’s labels and serial numbers have been removed.

CONSUMABLE PARTS:

This Warranty does not cover costs for standard and/or scheduled preventative maintenance, nor does it cover parts that, by virtue of their operation, require replacement through normal wear (aka: Consumable Parts), unless a defect in material or workmanship can be determined by VAPEX. Consumable Parts are defined as filter elements, fuses, relays, cleaning brushes/tools, lubricants and/or any items deemed necessary to perform normal maintenance on VAPEX equipment.

LIMITATIONS:

VAPEX’s liability hereunder, arising from any cause whatsoever, whether based in contract, tort (including negligence) or any other theory of law, is limited solely to the cost to repair or replace any Defects in the Product that are covered by the Warranty. This limitation of liability extends to any damages which may be suffered by

third parties, including, without limitation, those damages either caused directly or indirectly resulting from test results or data produced by the Product or any component thereof, and Purchaser agrees to indemnify, defend and hold VAPEX harmless from any such claims made by third parties. The foregoing shall be VAPEX's sole and exclusive liability and Purchaser's sole and exclusive remedy with respect to the Product.

VAPEX shall not be responsible under any circumstances for special, incidental or consequential damages, including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from the inability of Purchaser or an authorized Transferee to use the Product, increased operating costs, loss of production, loss of anticipated profits, damage to property, or other special, incidental or consequential damages of any nature arising from any cause whatsoever whether based in contract, tort (including negligence), or any other theory of law. This disclaimer of liability for consequential damage extends to any such special, incidental or consequential damages which may be suffered by third parties, either caused directly or indirectly resulting from test results or data produced by the Product or any component thereof, and Purchaser agrees to indemnify, defend and hold VAPEX harmless from any such claims made by third parties. THE SOLE RESPONSIBILITY OF VAPEX UNDER THE WARRANTIES IS STATED HEREIN AND VAPEX SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, WHETHER THE CLAIM IS FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.

OTHER THAN THE WARRANTIES EXPRESSLY STATED HEREIN, VAPEX DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED THE PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH THE PRODUCT WILL BE PUT, AND VAPEX SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF THE PURCHASER TO USE THE PRODUCT FOR ANY PARTICULAR PURPOSE.

In the event of a conflict between this Warranty and any document, purchase order or agreement issued by the Owner relating to the purchase of the Product, this Warranty shall control. VAPEX does not authorize any person (whether natural or corporate) to assume for VAPEX any liability in connection with or with respect to the Products. Oral representations of VAPEX or its sales representatives, officers, employees or agents cannot be relied upon as correctly stating the representations of VAPEX in connection with the Product.

VAPEX makes no independent warranty or representation with respect to parts or products manufactured by others and provided by VAPEX (however, VAPEX will extend to the Owner any warranty received from VAPEX's supplier of such parts or products).

This Warranty will be interpreted under, and enforced in accordance with, the Laws of the State of Florida without regard to conflicts of law.

SERVICE and MAINTENANCE DOCUMENTATION REQUIREMENTS:

A written record, hereby known as a "log", will be associated with each unit serial number and must be maintained by the Owner or the owner's service provider having product maintenance responsibility. The log must record each preventative maintenance activity including replacement of consumable parts and any repair activity with respect to the Product per VAPEX's printed instructions for installation, operation and maintenance during the life of the warranty, or verification that a VAPEX authorized Service Contract is in force and is available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.