

# AXEON MEMBRANE HOUSING WARRANTY

## MEMBRANE HOUSING ONE-YEAR LIMITED WARRANTY

AXEON Water Technologies (hereinafter "AXEON") provides a twelve (12) month limited warranty on the materials, workmanship, and performance of its own manufactured Membrane Housings, when installed and operated in accordance with AXEON's recommended design and operating specifications, and in accordance to the provisions stated below. This warranty only applies to the original purchaser (the "Customer") of each Membrane Housing and component (each a "Product") and commences from the date of purchase as stated on AXEON's original invoice.

### EXCLUSIONS FROM WARRANTY

This Warranty does not extend to equipment or components manufactured by others and distributed by AXEON, nor to equipment or components manufactured by others into which an AXEON product has been incorporated. If allowable, AXEON hereby assigns, without warranty, to the Customer its interest, if any, under any warranty made by the manufacturer of such equipment or component.

This Warranty shall be void if the Product is subject to any accident, damage, damage to the housing sealing surfaces, faulty installation, problems with sealing caused by foreign debris or mishandling, misapplication, chemical exposure, or other abuse or misuse; any modifications, additions or alterations not approved by AXEON in writing; any use of the Product after discovery of a defect without AXEON's prior written consent; or the Customer's or user's refusal to permit AXEON or its authorized representative to examine the Product in a timely manner in order to determine the nature and extent of a claimed defect. Normal wear of replaceable components, including without limitation o-ring seals, are specifically excluded from this warranty. AXEON makes no claims that its membrane housings are designed for vacuum operation at any pressure, or to house other equipment or components such as pumps; leakage as a result of missuses are excluded from this warranty. Membrane Housing tolerances are those listed on the Membrane Housing specification sheet. Changes in tolerance requirements must be noted on the Customer's purchase order to be covered as part of the housing warranty.

### DISCLAIMERS

No agent, employee, or representative of AXEON has any authority to bind AXEON to any affirmation, representation, or warranty concerning the goods sold under this contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this Warranty, it will not be enforceable by the Customer.

### REMEDY

AXEON's sole obligation under this warranty, and the Customer's sole remedy for any breach of this warranty, is limited to, and shall be fully discharged by, AXEON's repair of any defective Product or, at AXEON's sole option, its replacement of such Product with an identical or substantially similar Product. AXEON's repair or replacement of such Product shall take place at AXEON's plant in Temecula, California and the Customer shall be solely responsible for all charges incurred in shipping the Product to AXEON's plant and for any and all insurance in connection therewith. Any replacement Product will be warranted against defects in material and workmanship for the unexpired portion of the warranty period applicable to the Product as to which such repair and replacement has been made.

### WARRANTY EVALUATION

*AXEON'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT (AT AXEON'S SOLE DISCRETION) OF ANY PRODUCT, OR COMPONENT THEREOF, PROVED TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP WITHIN THE COVERED WARRANTY PERIOD.*

The Customer, at the Customer's risk and expense, shall be responsible for returning such Product or component, only after obtaining a Return Goods Authorization (RGA) number from AXEON, arranging for freight prepaid, and in conformance with any special packaging and shipping instructions set forth on the operation documentation or RGA instructions, or as otherwise reasonably required, to AXEON's address set forth below, together with (1) RGA number issued by AXEON at Customer's request; (2) proof of purchase and, if necessary, proof of installation date; (3) a Return Good Authorization Form; (4) a description of the suspected defects; (5) the serial number of the AXEON Product alleged to be defective; and (6) a description of the type of water and pretreatment equipment which has been utilized in connection with the product, if any and (7) the feed water and operating parameters at the time of defect. AXEON shall, in AXEON's reasonable discretion, be the sole judge of whether a returned product or component is defective in material or workmanship. Required or replaced Products or components shall be returned surface freight. In genuine emergency situations, AXEON will (at AXEON's sole discretion) forward replacement parts to Customer without waiting for authorized return of the questionable part(s). In such cases, Customer will issue a purchase order or other payment guarantee prior to shipment. If the returned part is found to have been misused or abused, or the defective part is not received by AXEON within thirty (30) days; the Customer will be invoiced for the replacement part(s) provided. This Warranty does not cover or include labor and/or travel to the Customer's premise or location or any other location. Charges of \$2000 per day plus associated travel expenses will be incurred by the Customer in providing the Warranty Service at any location other than AXEON's main headquarters. AXEON reserves the right to precondition such travel to Customer's premises upon prepayment of AXEON's anticipated costs of attending such premises.

## LIMITATIONS OF WARRANTY

*OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY, AXEON MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, AND AXEON DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. AXEON'S LIABILITY UNDER THIS WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE PRODUCTS. AXEON SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, COST OF REMOVING OR INSTALLING THE PRODUCT OR COMPONENTS, DOWNTIME, OR THE CLAIMS OF THIRD PARTIES, AND INJURIES OR DAMAGES TO PERSONS OR PROPERTY.*

## INSTALLATION AND USE

The specifications and operational requirements for a Product are readily available from AXEON and may be requested in writing via fax or email, or downloaded from the website at [www.axeonwater.com](http://www.axeonwater.com). Failure to request this information shall not void or invalidate this Warranty or the limitations contained herein.

## EXCLUSIVE WARRANTY

It is the intent of the parties to this contract to fully and completely state the rights and obligations of the parties in this Warranty and that AXEON has specifically set forth in this Warranty the extent and nature of the warranty on the Product(s) to be sold. There are no warranties which extend beyond the description in this warranty.

**For more information about AXEON® Membrane Housings, please contact us at the following:**

Phone: (760) 723-5417

Fax: (760) 728-5062

Website: [www.axeonwater.com](http://www.axeonwater.com)