



WARRANTY STATEMENT

Unison Solutions, Inc. (Unison) is committed to providing quality products and services to its customers. As a demonstration of this commitment, Unison offers the following warranty on its products.

Grant of Warranty: Unison provides this warranty for its equipment under the terms and conditions which are detailed herein. This warranty is granted to the person, corporation, organization, or legal entity (Owner), which owns the equipment on date of start-up. This warranty applies to the owner during the warranty period, and is not transferable.

Warranty Coverage: Equipment that is determined by Unison to have malfunctioned during the warranty period under normal use solely as a result of defects in manufacturing workmanship or materials shall be repaired or replaced at Unison's option. Unison's liability under this warranty to the Owner shall be limited to Unison's decision to repair or replace, at its factory or in the field, items deemed defective after inspection at the factory or in the field.

Warranty Exclusions: All equipment, parts and work not manufactured or performed by Unison carry their own manufacturer's warranty and are not covered by this warranty. Unison's warranty does not override, extend, displace or limit those warranties. Unison's only obligation regarding equipment, parts and work manufactured or performed by others shall be to assign to the Owner whatever warranty Unison receives from the original manufacturer. Unison does not warrant its products from malfunction or failure due to shipping or storage damage, deterioration due to exposure to the elements, vandalism, accidents, power disturbances, or acts of nature or God. This warranty does not cover damage due to misapplication, abuse, neglect, misuse, improper installation, or lack of proper service and/or maintenance, nor does it cover normal wear and tear. This warranty does not apply to modifications not specifically authorized in writing by Unison or to parts and labor for repairs not made by Unison or an authorized warranty service provider. This warranty does not cover incidental or consequential damages or expenses incurred by the Owner or any other party resulting from the order, and/or use of its equipment, whether arising from breach of warranty, non-conformity to order specifications, delay in delivery, or any loss sustained by the Owner. No agent or employee of Unison has any authority to make verbal representations or warranties of any goods manufactured and sold by Unison without the written authorization signed by an authorized officer of Unison. Unison warrants the equipment designed and fabricated to perform in accordance with the specifications as stated in the proposal for the equipment and while the equipment is properly operated within the site specific design limits for that equipment. Any alterations or repair of Unison's equipment by personnel other than those directly employed by, or authorized by Unison shall void the warranty unless otherwise stated under specific written guidelines issued by Unison to the Owner. This warranty does not cover corrosion or premature wear or failure of components resulting from the effects caused by siloxanes, hydrogen sulfide or volatile organic compounds in excess of the design limits. All media must be purchased through Unison Solutions or approved in writing by Unison Solutions during warranty period. Media purchased through alternate sources and not approved in writing by Unison shall void the warranty. The design limit is based on site specific gas data provided by the Owner prior to the proposal for the equipment. Owner shall be responsible for all maintenance services, including, but not limited to, lubricating and cleaning the equipment, inspecting and replacing expendable parts (i.e., gas separation membranes), media replacement, making minor adjustments and performing operating checks, all in accordance with the procedures outlined in Unison's maintenance literature. Unison does not warrant the future availability of expendable maintenance items.

Warranty Period: This Unison warranty is valid for 18 months from the time the equipment is shipped from Unison's factory or 12 months from the date of startup, whichever occurs first.

Repairs During Warranty Period: All warranty claim requests must be initiated in writing for processing and tracking purposes. Written authorization shall be issued to the Owner upon claim approval and/or field inspection. When field service is deemed necessary in order to determine a warranty claim, the costs associated with travel, lodging, etc. shall be the responsibility of the Owner except under prior agreement for a field inspection. This warranty does not include reimbursement of any costs for shipping the equipment or parts to Unison or an authorized service establishment, or for labor and/or materials required for removal or reinstallation of equipment or parts in connection with a warranty repair. This warranty covers only those repairs that have been conducted by Unison or by a Unison authorized warranty service provider, or by someone specifically authorized by Unison to perform a particular repair or service activity. All component parts replaced under the terms of this warranty shall become the property of Unison.

UNISON ASSUMES NO OTHER WARRANTY FOR ITS EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE.

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