



## Spot Zero Extended Warranty Policy

Gold – one year parts \*only\*

Spot Zero Reverse Osmosis, Inc. (hereinafter “SPOT ZERO” or “Seller”) is pleased to provide a limited extended warranty that covers only the products manufactured and sold by SPOT ZERO. In addition, SPOT ZERO warrants that the product covered under this warranty (hereinafter the “Product”), when properly installed and used during this warranty term, is free from defects in material and workmanship and will perform essentially as stated in SPOT ZERO’s applicable specifications. This warranty does not cover third party equipment, hardware, or software even if installed, connected, or loaded into and/or onto the Product

THE FOREGOING EXPRESS WARRANTY CONSTITUTES SELLER’S SOLE WARRANTY OBLIGATION, AND SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO SELLER OR NOT), AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY CUSTOMER/BUYER/OWNER/END USER. IN NO EVENT SHALL SPOT ZERO BE LIABLE FOR ANY SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WARRANTY OR OTHER OBLIGATION ARISING OUT OF THE SALE OF THE PRODUCTS, OR FROM THE USE OF THE PRODUCTS OR ANY INABILITY TO USE THE PRODUCTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **EXTENDED WARRANTY COVERAGE**

This warranty covers parts only, or otherwise as defined in a commercial agreement / purchase order, and/or SPOT ZERO’s proposal / quotation, and normal reasonable shipping charges of repaired or replacement items from SPOT ZERO’s facility to the customer (hereinafter the



"Customer", "Buyer", "Owner", or "End User" where applicable). Provided that such Product or part has been sent to SPOT ZERO 's facilities as instructed by SPOT ZERO for review and verification of failure. The warranty coverage is available no matter in which country the problem or malfunction occurred.

Extended warranty may be purchased at any time during the original standard warranty term (12 months from "Product" first-use). Original standard Warranty registration and confirmation is required.

This extended warranty starts from the end date of the original warranty term and is for the shorter of the following periods:

- 12 months (1 year) or 1000 hours, from the end date of the original registered warranty term

## **EXTENDED WARRANTY ACTIVATION**

Prior to purchase of an extended warranty, an extended Warranty Registration(s) must be fully completed for review by SPOT ZERO for approval.

Prior to purchase of the SPOT ZERO extended warranty a review of the system is required by SPOT ZERO or a SPOT ZERO certified DEALER (hereinafter "DEALER"), for review and verification of normal operation and system maintenance.

"Owner" is defined as the first retail customer (purchaser), of the SPOT ZERO Product as identified in SPOT ZERO warranty registration(s).

## **EXTENDED WARRANTY VERIFICATION & PERFORMANCE** Before



any warranty work is performed, verification of the warranty status must be confirmed by SPOT ZERO or a SPOT ZERO "DEALER".

Written notice of claimed defect(s) must be given to SPOT ZERO within the Warranty Period, and within 30 (thirty) days from the date any such defect is first discovered. If any part of the Product is believed to be defective, the Customer/End User shall notify SPOT ZERO, and send a photograph of the Product Serial Number and any known defective part, and a photograph of the hours shown on the Product display screen, together with any other information reasonably requested by SPOT ZERO to analyze the problem and confirm the warranty coverage.

SPOT ZERO will repair or replace the Product, or part of the Product, proven to be defective, at its sole discretion, in a timeframe provided by SPOT ZERO on a reasonable best effort basis. SPOT ZERO will, in its sole discretion, provide options for repair, or replacement using either a factory remanufactured Product or new Product depending on availability.

SPOT ZERO supplied parts must be installed by a SPOT ZERO factory technician or DEALER and operation confirmed for this warranty to remain in effect, unless otherwise explicitly authorized and agreed upon by Spot Zero.

SPOT ZERO parts replaced as part of this warranty will be covered under this warranty for the remainder of the original full Product warranty term.

SPOT ZERO warrants that its software and hardware designed for use with the Product will execute its programming instructions when properly installed and used. SPOT ZERO does not guarantee that the operation of the Product or software, or hardware will be uninterrupted or free of errors

### **EXTENDED WARRANTY LIMITATIONS**

Any installation, repair or any handling of the Product shall be done only by an authorized person trained and explicitly authorized by SPOT ZERO.

This warranty shall be void and not apply to defects resulting from:



- ANY UNAUTHORIZED MODIFICATION OF THE PRODUCTS AS SHIPPED WILL RESULT IN VOIDING THIS WARRANTY.
- An application or installation method not approved by Seller, including improper or inadequate site preparation, faulty installation, handling during maintenance or otherwise, if any, by the Customer and/or the End User, as well as to defects attributable to loading/shipment/delivery of the Product or any other defect or damage not attributable to SPOT ZERO.
- Defects resulting from Customer's or any third-party interface of equipment, hardware or software if installed, connected, or loaded into and/or onto the Product.
- Misuse, operator error or fault caused by the failure of an external unit (i.e., Sea Water pump, Ships power supply).
- Any gross negligence or willful misconduct.
- Excessive exposure to water (salt or fresh) including submersion (partial or full) of any Electrical or Electronic components.
- Acts of Nature such as, but not limited to, fire, flood, wind, and lightning
- Failure of the Customer/End User to strictly comply with any of the following requirements:
  - Operation and Maintenance according to the guidelines and recommendations specified in the SPOT ZERO Operation Manual.
    - Proof of such compliance shall be provided upon request.

## **EXTENDED WARRANTY EXCLUSIONS**

Any and all labor costs

Labor and material costs incurred and/or required in order to gain access



to the product for removal and replacement including, but not limited to any custom or special rigging services, cranes, or any rental equipment required.

SPOT ZERO shall not be responsible for any loss of time, inconvenience, loss of use, meals, lodging, communication costs, transportation, cargo damage, overtime, towing, any haul-out, dockage or harbor charges, or other indirect, consequential, incidental, special, or punitive damages resulting from a defect covered by this Limited Warranty.

This warranty does not cover replacement or repair of any components damaged due to surface corrosion (cosmetic), or other corrosion damage of any components due to water exposure or electrolysis (stray current), or the costs associated with the repair or replacement.

This warranty does not cover normal wear and tear of Product components, or the costs associated with regular scheduled maintenance, repair, or replacement – including but not limited to:

- Membranes, filters, shaft seals, o-rings, pump seals and other consumables
- Normal preventive and scheduled maintenance and component inspections/replacements as specified in the SPOT ZERO Operation Manuals and any other regularly schedule Maintenance.

## **OWNER RESPONSIBILITIES**

The Owner will be responsible for the following:

- Providing certificate of extended warranty approval provided by SPOT ZERO.
- Notifying SPOT ZERO or DEALER within 30 days of the discovery of failure.
- Operating and maintaining the Product in strict accordance with SPOT



ZERO policies and guidelines as outlined in the SPOT ZERO'S Installation and Operation Manuals.

- Providing sufficient access to perform regular maintenance and typical repair activities.
- Providing sufficient access to and reasonable ability to remove the Product from the installation in the event of a warrantable failure.
- In addition, the Owner will be responsible for:
  - Incremental costs and expenses associated with Product removal and reinstallation resulting from non-standard installations.
  - Costs associated with rental of any equipment needed during the replacement or repair of the Product.
  - Costs associated with labor, expedited shipping requested by the Owner, and international customs duties.
  - All labor costs
  - All downtime expenses, fines, all applicable taxes, and other losses resulting from a warrantable failure.

## **WHO IS COVERED**

This Limited Warranty is made only to the purchaser (the "Original Purchaser"):

- 1) the original end user purchaser of a Product directly from SPOT ZERO or an authorized SPOT ZERO Dealer (a "Direct Purchaser"); or
- 2) the original end user purchaser of a new vessel in which a new Product was installed by the manufacturer (a "Vessel Purchaser").

This Limited Warranty is not transferable.

## **WARRANTY PARTS**

Using parts shipped from SPOT ZERO



- In case SPOT ZERO provides advance replacement parts to the Customer, it is the Customer's responsibility to return back to SPOT ZERO (or to one of SPOT ZERO's locations as instructed by SPOT ZERO) all faulty parts from the vessel, with shipping costs pre-paid by SPOT ZERO
- The customer will receive a Return Authorization (RA) number from SPOT ZERO prior to the shipment.
- SPOT ZERO reserves the right to invoice the Customer if a part is not returned to SPOT ZERO within 60 days from shipment of the new part.

## **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, SPOT ZERO SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF THE PERFORMANCE, DELAYED PERFORMANCE OR BREACH OF PERFORMANCE OF THIS ORDER REGARDLESS OF WHETHER SUCH LIABILITY IS CLAIMED IN CONTRACT, EQUITY, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPOT ZERO'S OBLIGATION IS LIMITED SOLELY TO REPAIRING OR REPLACING (AT ITS OPTION AND ONLY AS SET FORTH HEREIN), AT ITS

APPROVED REPAIR FACILITY, ANY GOODS OR PARTS WHICH PROVE TO SPOT ZERO'S SATISFACTION TO BE DEFECTIVE AS A RESULT OF DEFECTIVE MATERIALS OR WORKMANSHIP, IN ACCORDANCE WITH SPOT ZERO'S STATED WARRANTY. IN NO EVENT SHALL SPOT ZERO'S CUMULATIVE LIABILITY EXCEED THE TOTAL PURCHASE PRICE SET FORTH IN THIS ORDER.

The terms and conditions of this warranty are the entire agreement between the Parties relating to the warranty obligations of SPOT ZERO to the Products. There are no other express or implied terms or conditions of this warranty.