

TERRA-TECH STANDARD LIMITED WARRANTY

TERRA-TECH LLC™ warrants that all equipment referenced in this document manufactured by it, and bearing its name, to be free from defects in material and workmanship from the date of original sale to the original purchaser for a period of twelve (12) months, with the exception of pressure vessels and all "soft" components (e.g. diaphragms, gaskets, O-rings, seals, etc.), which carry warranty terms of thirty six (36) and three (3) months, respectively, or any other special, extended, or limited warranty that may be amended or published by TERRA-TECH.

This limited warranty applies only when the equipment is installed, operated and maintained in accordance with the written recommendations of TERRA-TECH and any/all such warranties shall be considered null and void in the event that TERRA-TECH equipment is used with any silica sand product.

This limited warranty does not cover, and TERRA-TECH shall not be liable for, general wear and tear or any malfunction, damage or wear caused by faulty installation, misapplication, abrasion, corrosion, inadequate or improper maintenance, negligence, accident, tampering, or substitution of non-OEM component parts. Nor shall TERRA-TECH be liable for malfunction, damage or wear caused by the incompatibility of TERRA-TECH equipment with structures, accessories, equipment or materials not supplied by TERRA-TECH, or the improper design, manufacture, installation, operation or maintenance of structures, accessories, equipment or materials not supplied by TERRA-TECH.

This limited warranty is conditioned upon the prepaid return of the equipment claimed to be defective to a TERRA-TECH facility, or to the facility of an authorized distributor of TERRA-TECH equipment, for evaluation of the claimed defect. Upon verification of the claimed defect by TERRA-TECH, any defective parts shall be repaired or replaced by TERRA-TECH free of charge and the equipment will be returned to the claimant transportation prepaid.

In the event that evaluation of the claimed defect by TERRA-TECH fails to verify any claimed defect in material or workmanship, TERRA-TECH shall provide a written (electronic mail acceptable) summary of their findings and any repairs necessary to return the equipment to service, including an estimate of the expense to be borne by Claimant for the completion of such by TERRA-TECH, to the Claimant for review.

Subsequently, Claimant may either: (1) accept these findings and, at its sole discretion and expense, elect to have TERRA-TECH complete the requisite repairs identified in the written summary of their findings—payment for such in full would become due upon completion and prior to the release of the equipment, or (2) reject the findings, in whole or in part, and arrange for the return of the defective equipment to Claimant at Claimant's sole liability and expense. Written notice (electronic mail acceptable) of Claimant's election should be provided to TERRA-TECH within 10 business days.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

The sole obligation of TERRA-TECH, and the sole remedy available to Claimant, for any breach of this limited warranty shall be as set forth above. Claimant further agrees that no other remedy shall be available, including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss, and any action taken by Claimant for breach of this limited warranty must be brought within twenty-four (24) months of the date of sale.

TERRA-TECH MAKES NO WARRANTY, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH ANY ACCESSORIES, EQUIPMENT, MATERIALS OR COMPONENTS SOLD, BUT NOT MANUFACTURED, BY TERRA-TECH. Warranty coverage for any such items, including, but not limited to, electrical components, hoses, instrumentation, valves, etc., is limited exclusively to the terms and conditions, if any, extended by the original manufacturer, though TERRA-TECH may provide Claimant with reasonable assistance in exercising their right to pursue claims under such warranties for breach thereof.

TERRA-TECH SHALL, in no event, be liable for indirect, incidental, special or consequential damages resulting from the supply of equipment hereunder, or the furnishing, performance, or use of any other products or goods sold by TERRA-TECH hereto, whether due to breach of contract, breach of warranty, the negligence of TERRA-TECH, or otherwise.

For the latest information about TERRA-TECH products or to place an order, contact your nearest TERRA-TECH distributor, visit www.TheTerraTech.com, or call 888-TERRA-TK (837-7285).

All written and visual data contained in this document reflects the latest product information available at the time of publication. TERRA-TECH LLC reserves the right to make changes to this document at any time without notice.

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