

SnowPure warrants the EDI modules manufactured by it against defects in materials and workmanship when used in accordance with applicable instructions and within the operating conditions specified for the modules for a period of one (1) year from the earlier of: (a) the date of installation, or (b) the 60th day following the date of shipment (the "LIMITED WARRANTY PERIOD"). SNOWPURE MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. Any implied warranty of merchantability or fitness for a particular purpose applicable to the EDI module is limited in duration to the duration of this written warranty. Module replacements, or the performance of repairs, are the exclusive remedies under this written warranty. SnowPure shall not be liable for incidental or consequential damages arising from personal injury, property damage or for any economic loss (such as, but not limited to, loss of module use, inconvenience or storage) resulting from breach of this written warranty. SnowPure does not authorize any person to create for it any other obligation or liability in connection with the EDI module.

Only modules purchased directly from SnowPure LLC, or its authorized distributor, are covered by this warranty. This warranty is invalid on any module sold to OEM customers who have not been expressly Qualified by SnowPure. (see Terms and Conditions).

The warranty provided herein and the data, specifications and descriptions of the EDI module appearing in SnowPure's published product literature, may not be altered except by express written agreement signed by an authorized officer of SnowPure, LLC. Representations, oral or written, which are inconsistent with this warranty, or such publications that are not so authorized, should not be relied upon.

In the event of a breach of the foregoing warranty, SnowPure's sole obligation shall be to repair or replace, at its option, any product or part thereof that proves to be defective in materials or workmanship within the warranty period; provided the EDI module is returned to SnowPure promptly with all appropriate operational logs. The cost of shop labor for the above warranty period is included in the warranty. Freight and field labor costs shall be at the customer's expense. The exclusive remedy provided herein shall not be deemed to have failed of its essential purpose so long as SnowPure is willing and able to repair or replace any non-conforming module or component part thereof.

In the interest of customer satisfaction, SnowPure may offer exchange service on some EDI components. This service is intended to reduce the amount of time your module is not available for use due to repairs. Components used in exchange are service replacement parts which may be new, remanufactured, reconditioned or repaired, depending on the component involved. All exchange components will be covered by the warranty SnowPure then gives on such new components.

Products or components manufactured by companies other than SnowPure or its affiliates ("Non-SnowPure Products") are covered by the warranty, if any, extended by the Product Manufacturer. SnowPure hereby assigns to the purchaser any such warranty.

If, for a period of two (2) years following the expiration of the Limited Warranty Period, any EDI module covered by this warranty becomes unusable for any reason within the manufacturer's control, upon prompt return of such EDI module along with all appropriate operational logs, SnowPure shall repair or replace, at its option, such EDI module on the basis set forth below under *Replacement Price*. Some examples of causes or conditions normally *beyond* the manufacturer's control are:

- Intentional alteration or modification of either the appearance or the physical characteristics of the EDI module;
- Damage caused by improper integration into a system, or conditions resulting from tampering, abuse or neglect;
- Fire, theft, freezing, vandalism, explosion or objects striking the EDI module;
- Failure to follow the specifications and recommendations contained in SnowPure's published product literature and OEM manual, and failure to observe safety and maintenance precautions contained therein for the EDI module and components specified therefore.

REPLACEMENT PRICE

After expiration of the Limited Warranty Period, the replacement price is determined by multiplying the customer's then current buying price by a fraction, the denominator of which shall be 36 months and the numerator of which shall be the number of full months elapsed since the failed module was placed in service. Taxes and freight will be added to the adjustment replacement price. If you receive an EDI module under this warranty, it will be covered by the warranty SnowPure then gives on that module.