

Medora Corporation

GridBee® SolarBee®

GridBee THM Removal Systems Limited Replacement Warranty:

GridBee SN Spray Units. GridBee SN Spray Units are warranted to be free of defective parts, materials, and workmanship for a period of two years from the date of purchase. The optional blower systems and control panels are covered by a manufacturer's warranty of one year from date of purchase. This warranty is valid only for use of the GridBee THM Removal System in accordance with the owner's manual and any initial and ongoing factory recommendations. This warranty is limited to the repair or replacement of defective components only and does not apply to normal wear and tear. If the factory's service crews performed the original on-site placement and startup, then this warranty also includes labor. Where labor is included, in lieu of sending a factory service crew to the site for minor repairs, Medora Corporation may choose to send the replacement parts to the owner postage-paid and may pay the owner a reasonable labor allowance, as determined solely by Medora, to install the parts. There is no liability for consequential damages of any type. The warranty that is submitted and provided with the purchased equipment is the valid warranty. See below for Limitation of Liability.

GridBee fans, blowers, control panels, and any optional accessories. These items are considered "buyout" items for Medora Corporation, and as such include a warranty against defects in material and workmanship for one year from the date of purchase. This warranty covers parts only, not labor. Parts that are determined by Medora Corporation to be defective in material or workmanship under normal use during the one year warranty period will be repaired or replaced. Shipping charges are the responsibility of the customer.

Terms applicable to all equipment. There is no liability for any consequential damages of any type, or to replace items that wear out from "normal use" in Medora's sole determination. Also see below for Medora Corp.'s further Limitation of Liability for all projects. Equipment warranties are valid only for equipment that is used in accordance with the owner's manual, and consistent with any initial and ongoing factory recommendations. Medora Corp.'s warranties change from time to time; only the exact warranty in effect when the equipment was purchased, as provided with the equipment, is valid.

EXCEPT AS STATED ABOVE, MEDORA CORPORATION AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please consult your state law regarding this warranty as certain states may have legal provisions affecting the scope of this warranty.

Limitation of Liability:

Many of the employees at Medora Corporation have extensive scientific and practical knowledge relating to solving water quality problems. From time to time, they may offer solicited or unsolicited advice, ideas, judgment or opinions on how to deal with certain situations, none of which offers a guarantee of future events. Due to the many factors, complexity and uncertainty involved in solving water problems, you agree to release and indemnify Medora Corporation and its affiliates, employees and agents from and against any and all claims, liabilities, costs and expenses which such indemnified party may incur or become subject to related to or arising out of any services or products furnished by Medora Corporation to you, except to the extent that any claim, liability or expense results from the gross negligence or intentional misconduct of an indemnified party as determined in a final judgment by a court of competent jurisdiction.

IN NO EVENT WILL MEDORA CORPORATION OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES CAUSED BY FAILURE OF BUYER TO PERFORM BUYER'S RESPONSIBILITIES OR FOR FOLLOWING MEDORA CORPORATION ADVICE. IN NO EVENT WILL MEDORA CORPORATION OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR USE OR OTHER PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, WHETHER OR NOT MEDORA CORPORATINO HAS BEEN ADVISED OF SUCH DAMAGES, OR REASONABLY COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST BUYER BY ANONY CLAIM AGAINST BUYER BYAGAINST BUYER BY ANOTHER PARTY.

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