

Workmanship & Materials End-Users Limited Warranty

Subject to the terms and conditions stated herein, Pinnacle Environmental Technologies Inc. (hereinafter referred to as Pinnacle) warrants every FAST® wastewater treatment system against defects in materials and workmanship for a period of time as specified herein.

Warranty PERIOD START AND Duration

MODELS: MicroFAST® 0.250 up to MicroFAST® 1.5 for Residential Application

The air blower is warranted for a period of two (2) years and the BioFilter is warranted for a period of ten (10) years starting from either (a) the date of shipment from Pinnacle's warehouse (b) Pinnacle's authorized Dealers' facility (c) a date as determined by Pinnacle, at its sole discretion, based on a fully completed Maintenance Inspection Agreement being received by Pinnacle.

FAST® MODELS Used in Multi-Complex Residential or Commercial, Industrial or High Strength Applications

The air blower is warranted for a period of one (1) year and the BioFilter is warranted for a period of ten (10) years starting from either (a) the date of shipment from Pinnacle's warehouse or (b) its' authorized Dealers' facilities.

This warranty is subject to the following terms and conditions.

MISUSE OR ABUSE NOT COVERED BY WARRANTY

This warranty does not include misuse or abuse to any part or component by the dealer, the owner or the owner's contractor such as:

- Improper storage, (example: getting wet from rain, snow melt or condensation)
- damage by flooding or condensation,
- any part, such as the air blower or panel, that has been disassembled,
- not installed in accordance with the Manual supplied with the system,
- damage due to altered or improper wiring,
- no overload or power surge protection provided,
- improper or insufficient maintenance as prescribed by the Manual supplied with the system or
- acts of God.

During the warranty period and after the warranty period has expired, in no event shall Pinnacle Environmental Technologies Inc. be responsible for special or consequential damages, including but not limited to, loss of time, injury to person or property or any other consequential damages or incidental or economic loss due to equipment failure or for any other reason whatsoever.

Exclusions

This warranty applies only to the FAST® treatment equipment supplied by Pinnacle and does not include any wiring, plumbing, drainage, tank, or disposal system or devices or systems added onto, either before or after, the FAST®.

Pinnacle reserves the right to revise, change or modify the construction and/or design of the FAST® system, or make any component part or parts thereof, without incurring any obligation to make such changes or modifications in present equipment. Pinnacle is not responsible for consequential or incidental damages of any nature resulting from such things as, but not limited to, defects in design, material, or workmanship, or delays in delivery, replacement or repairs.

Items supplied by "Pinnacle" such as, but not limited to, tanks, pumps, pipe, fittings, valves, float switches, control and alarm panels, filters of any nature or design, and disinfection equipment are NOT covered by this warranty, but are covered by the warranty provision and/or statement of that item's original equipment manufacturer.

Warranty Claim Procedure

Submission of Warranty Claim Form

A Warranty Claim form, as available from Pinnacle, shall be submitted before any claim is accepted or declined. Any part that is returned under a claim for warranty shall be accompanied with the Warranty Claim form. In the event that the claim form is not included with the returned part, Pinnacle will deny the warranty claim and shall not pay any costs or provide the replacement part free of charge.

Cost Recovery

Providing that the part has been properly handled, stored and installed in accordance with the specifications in the manual, any part that fails to perform within the first 5 days from the date of shipment to the site for installation shall be replaced by Pinnacle. Pinnacle shall reimburse or cover reasonable costs associated with the removal and replacement, including transportation and shipping, up to a maximum total of \$ 250.00 plus the replacement part at no charge.

After the first 5 days, as stated above, and during the remaining warranty period, if any part is defective or fails to perform as specified when operating at design conditions, and if the equipment has been installed, operated and maintained in accordance with the written instructions provided by Pinnacle, Pinnacle will repair or replace, at its discretion, such defective parts free of charge FOB: Pinnacle, Langley, BC. The defective parts must be returned to Langley, BC, free of postage, freight or carrying charges. The cost of labour and all other expenses resulting from the removing, replacing and installation of the defective part(s) shall be borne by others.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES, ANY WARRANTY IMPLIED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS IN EFFECT ONLY FOR THE WARRANTY PERIOD SPECIFIED ABOVE. NO REPRESENTATIVE OR PERSONS IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME FOR PINNACLE ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS.