

Limited Warranty for Aquaporin Inside[®] Reverse Osmosis Flat Sheet Membrane

Aquaporin A/S (“**Aquaporin**”) provides a limited warranty (the “**Warranty**”) to the original purchaser covering materials, workmanship and initial performance of Aquaporin Inside[®] reverse osmosis flat sheet membrane (the “**RO FS**”) under the following terms and conditions:

1. **Materials and Workmanship Warranty** (the “**Materials and Workmanship Warranty**”)

- 1.1. Aquaporin warrants that the RO FS, under substantiated normal use, (i) will be free from defects in materials and manufacturing workmanship that would prevent the RO FS from being used for the intended purpose; and (ii) will conform to the specifications relevant for the RO FS. This Materials and Workmanship Warranty shall be effective for six (6) months from the date of delivery to a carrier at a shipping point (the “**Materials and Workmanship Warranty Period**”).
- 1.2. The original purchaser shall without undue delay notify Aquaporin of any defect that appears in the RO FS. Failure to notify Aquaporin of said defect, within thirty (30) calendar days from the date on which the defect is noticed or could have been noticed, shall mean that the original purchaser loses the right to have the defect remedied. A valid form of bill of sale or receipt, substantiating the purchase and the date thereof, must be presented to Aquaporin within the Materials and Workmanship Warranty Period to obtain warranty service.

2. **Initial Performance Warranty** (the “**Initial Performance Warranty**”)

- 2.1. Aquaporin warrants that, after stabilization, the RO FS will meet the initial minimum water flux and salt rejection under standard test conditions as specified in the product specifications, until the first to occur of:
 - a. first use in element manufacturing; or
 - b. six (6) months after the date of delivery to a carrier at a shipping point.
- 2.2. If the provision of clause 2.1a applies, the Initial Performance Warranty shall be deemed void if the original purchaser does not notify Aquaporin in writing of the RO FS failure within thirty (30) calendar days after the first day of use of the RO FS in the element manufacturing. Together with such notification a valid document, substantiating the element manufacturing and the date thereof, must be presented to Aquaporin.
- 2.3. If the provision of clause 2.1b applies, the Initial Performance Warranty shall be deemed void if the original purchaser does not notify Aquaporin in writing of the RO FS failure within thirty (30) calendar days following six (6) months after the date of delivery to a carrier at a shipping point. Together with such notification a valid document, substantiating the delivery and the date thereof, must be presented to Aquaporin.

- 2.4. Aquaporin does not warrant initial discoloration of permeate water during initial flushing. Upon startup, the permeate water output during the initial first hour of operation for flushing may exhibit discoloration and should be discarded.
- 2.5. Failure or refusal to disclose to Aquaporin the use and testing parameters of the RO FS in the event of failure of performance shall render the Initial Performance Warranty null and void.

3. Aquaporin's Obligations and Remedy of the Original Purchaser

- 3.1. For breach of the Materials and Workmanship Warranty and Initial Performance Warranty the sole remedy of the original purchaser and Aquaporin's (including those affiliates involved in the distribution and sale of the RO FS) exclusive liability is limited to replacement of the RO FS, which is determined to be defective after examination. Aquaporin may request to return the defective RO FS for the purpose of such examination. The original purchaser shall handle the returns and replacements of defective RO FS in accordance with the instructions given by Aquaporin. Upon Aquaporin's confirmation of breach of the Warranty, all shipping costs related to the replacement of the RO FS will be paid by Aquaporin.
- 3.2. Replacement RO FS will be warranted under the terms set forth herein for the remainder of (i) the original Materials and Workmanship Warranty Period, (ii) the original Initial Performance Warranty Period or (iii) three (3) months, whichever is longer.

4. Exclusions and Limitations

- 4.1. This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the RO FS, as set forth in Appendix A "Storage, Shipping and Handling Conditions". This Warranty specifically does not apply if the RO FS have had the serial or lot number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the RO FS by any party other than Aquaporin, (ii) faulty maintenance, incorrect installation or faulty repair by any party other than Aquaporin, (iii) use of the RO FS for a purpose for which it was not designed or intended, (iv) normal wear and tear or deterioration, (v) misuse, abuse, negligence or accidents.
- 4.2. This Warranty does not apply to the RO FS where Aquaporin has expressly disclaimed the warranty obligation pertaining to the RO FS. Also, the Warranty only applies to the RO FS purchased from an authorized distributor/reseller.

5. Warranty Claim Procedure and Unauthorized Returns

- 5.1. The warranty service is subject to Aquaporin's examination and approval. To the extent the original purchaser desires to institute a warranty claim, it shall follow the claim procedure provided by Aquaporin.

- 5.2. Before returning any RO FS to Aquaporin for any warranty examination, Aquaporin must be contacted to obtain permission to return the RO FS. For more information, please contact support@aquaporin.com. Any RO FS shipped to Aquaporin or any of its affiliates without permission will be returned to shipper unopened, freight collected.

6. Disclaimer

- 6.1. THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN AQUAPORIN'S DISTRIBUTOR/RESELLER AND AQUAPORIN WITH RESPECT TO THE RO FS AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AQUAPORIN DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIODS IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER AQUAPORIN NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF DATA, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. AQUAPORIN'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE RO FS. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE RO FS PRICE.

7. Applicable Law and Applicability

- 7.1. This Warranty is governed by and construed under the laws of Denmark without regard to its conflicts of laws provisions.
- 7.2. This Warranty may be subject to Aquaporin's change at any time without notice.

Last updated: February 2024

Appendix A

Storage, Shipping and Handling Conditions

1. The RO FS must be stored under the following conditions at all times:
 - Wrapped in black plastic film and stored in a dark, dry place.
 - Storage area temperature maintained at 10 – 30°C, and humidity maintained at 50-70%.
2. During shipping, the RO FS must be transported under the following conditions at all times:
 - Recommended shipping method is air shipment or sea freight with a temperature control device.
 - Temperature during transportation maintained at < 40°C.
 - If transportation period exceeds two (2) months, temperature must be maintained at < 30°C.
3. During storage, transportation, handling and usage, the RO FS shall be kept away from:
 - Extrusion surfaces and sharp items that could damage the RO FS.
 - Harsh chemicals that would affect the RO FS performance such as non-ionic or cationic surfactants, coagulants, organic solvents, oils, chlorine gas, ozone, potassium permanganate, hypochlorite ions and other oxidized substances.
4. To avoid damage, handle the RO FS roll with care. Avoid contacting the roll with sharp items, or putting the RO FS roll directly onto a surface/floor. To minimize the potential for contamination, handle the RO FS with clean hands or gloves.