

Three-Year Prorated Limited Warranty for Aquaporin Inside® Reverse Osmosis Membrane Element(s)

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

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

- 1.1. Aquaporin warrants that the RO Element(s), under substantiated normal use, (i) will be free from defects in materials and workmanship; and (ii) will conform to the specifications relevant for the RO Element(s). This Materials and Workmanship Warranty shall be effective for twelve (12) months from the date of shipment from Aquaporin’s warehouse to the original purchaser (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 Element(s). 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 the RO Element(s) have the initial minimum product flow rate and initial minimum salt rejection under standard test conditions as specified in the datasheets relevant for each RO Element, until the first to occur of:
 - a. First Use;
 - b. six (6) months after the date of delivery.
- 2.2. If the provision of section 2.1a applies, the Initial Performance Warranty shall be deemed void if the original purchaser does not notify Aquaporin in writing of the RO Element(s) failure within thirty (30) calendar days after the First Use. Together with such notification a valid document, substantiating the installation and the date thereof, must be presented to Aquaporin. “**First Use**” means the first time that feed water is introduced to the RO Element(s).
- 2.3. If the provision of section 2.1b applies, the Initial Performance Warranty shall be deemed void if the original purchaser does not notify Aquaporin in writing of the RO Element(s) failure within thirty (30) calendar days following six (6) months after the date of delivery. Together with such notification a valid document, substantiating the delivery and the date thereof, must be presented to Aquaporin.

3. Prorated Performance Warranty (the “Prorated Performance Warranty”)

3.1. During the Prorated Performance Warranty Period defined in section 4 below when operated under standard conditions, Aquaporin warrants performance of the RO Element(s) as follows:

- a. permeate flow rate shall remain at or above 70% of the minimum product flow rate as specified in the datasheets relevant for each RO Element;
- b. maximum salt passage shall not exceed 1.5x of the maximum salt passage specified in the datasheets relevant for each RO Element. [Maximum salt passage = (1 – minimum salt rejection) x100].

4. Prorated Performance Warranty Period

4.1. The Prorated Performance Warranty applies for three (3) years from whichever of the following events occurs first (the “Prorated Performance Warranty Period”):

- (1) For DRY RO Element(s):
 - a. upon First Use;
 - b. twelve (12) months from the date of shipment of the original RO Element(s) from Aquaporin’s warehouse to the original purchaser.
- (2) For WET RO Element(s):
 - a. upon First Use;
 - b. six (6) months from the date of shipment of the original RO Element(s) from Aquaporin’s warehouse to the original purchaser.

5. Prorated Performance Warranty Conditions

5.1. The Prorated Performance Warranty set forth in section 3 above shall be rendered null and void if any of the following conditions are not respected or met:

- a. The RO Element(s) shall not be used in food and dairy applications, residential, sulfate removal and specialty applications.
- b. The RO Element(s) shall be operated within the operating conditions and recommendations described in Aquaporin Inside® Industrial RO Element User Manual. Operating conditions of the RO Element(s) must not exceed the operating limits as specified in the datasheets relevant for each RO Element.
- c. The design parameters including system array and recovery, instrumentation and components of the system in which the RO Element(s) are employed shall be consistent with sound engineering practice. Aquaporin reserves the right to review the system design; provided Aquaporin shall not guarantee the

system design, whether or not Aquaporin exercises such right of design review.

- d. The original purchaser shall ensure that frequent and adequate system performance data are routinely recorded, reviewed, filed and documented in a systematic form from initial system start-up. Operation data such as troubleshooting, maintenance, operation time and chemical dosage shall also be recorded. These data must be made available to Aquaporin upon request in case of a warranty claim.
- e. The RO Element(s) must not be fouled by any kind of precipitates, suspended solids, organic matters, inorganic scale, chemicals, or biological growth influencing the RO Element performance negatively. The feed water entering the RO Element(s) must not contain oil, grease, or other foreign organic or inorganic materials detrimental to the RO Element(s). The feed water to the RO Element(s) must not contain strong oxidizing agents such as active chlorine and ozone proven to be harmful to the RO Element(s)’s performance and operating lifetime.
- f. Neither nonionic nor cationic surfactants, as well as coagulant, should be used for the membrane cleaning or come into contact with the RO Element(s).
- g. The RO Element(s) shall be protected against any shocks such as load shocks, vibrations, pulsation, air or water hammers at all times during start-up, normal operation and cleaning. Back pressure, where permeate line static pressure exceeds feed water side static pressure, shall not exceed 0.3 bar at all times, particularly not at normal operating period.
- h. In case of system performance decline (permeate flow, salt rejection or pressure drop), appropriate countermeasures must be performed in a reasonable time.
- i. The original purchaser is responsible for providing the end-user with adequate manuals for system operation and maintenance, as well as training of the operators and supervisors, ensuring end-user’s ability to perform cleaning, performance restoration, diagnostic and troubleshooting procedures.
- j. Prior to installation and use, the RO Element(s) shall be stored in their original shipping bag and containers, shall not be exposed to direct sunlight, and shall not be exposed to an ambient air temperature greater than 35° C (95° F) or below 0° C (32° F).

6. Aquaporin's Obligations and Remedy of the Original Purchase

6.1. For breach of Materials and Workmanship Warranty and Initial Performance Warranty

6.1.1. The sole remedy of the original purchaser and Aquaporin's (including those affiliates involved in the distribution and sale of the RO Element(s)) exclusive liability under the Materials and Workmanship Warranty and the Initial Performance Warranty shall be limited to the repair, or at Aquaporin's discretion, replacement of any RO Element(s), which is/are determined, after examination, to be defective under this provision.

6.1.2. Aquaporin may request for the return of defective RO Element(s) for the purpose of such examination. The original purchaser shall handle the returns and replacements of defective RO Element(s) 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 Element(s) will be paid by Aquaporin.

6.1.3. Repaired RO Element(s) or replacement RO Element(s) will be warranted under the terms set forth herein for the remainder of the original Materials and Workmanship Warranty Period or six (6) months, whichever is longer. When the RO Element(s) are replaced, all products that are replaced shall become the property of Aquaporin.

6.2. For breach of Prorated Performance Warranty

6.2.1. If Aquaporin determines that the warranty claim is valid, the sole remedy of the original purchaser and Aquaporin's (including those affiliates involved in the distribution and sale of the RO Element(s)) exclusive liability under the Prorated Performance Warranty is limited to credit 1/36 of the original purchase price of the RO Element(s) for each unused month of the Prorated Performance Warranty Period towards the purchase of a replacement RO Element at the current prevailing price, excluding customs, taxes, levies, fees, installation work etc.

6.2.2. Aquaporin's liability shall be limited to the extent that the total number of RO Element(s) supplied for replacement will be less than or equal to the number of initial RO Element(s) purchased.

6.2.3. Aquaporin may, at its discretion:

- a. dispatch its expert and/or outside expert for on-site examination; or
- b. request the original purchaser return of the alleged defective RO Element(s) to Aquaporin freight prepaid for examination.

6.2.4. In case the result of such examination shows that (i) the failure of the RO Element(s) performance is due to a cause other than breach of the Prorated Performance Warranty, or (ii) the performance of the alleged defective RO Element(s) meets the Prorated Performance Warranty, the original purchaser shall pay to Aquaporin a fee of EUR 1,000 per calendar day, plus all direct expenses incurred by Aquaporin's personnel in connection with any inspection and testing of such RO Element(s). Further, Aquaporin may return such alleged defective RO Element(s) to original purchaser freight collect.

7. General Exclusions and Limitations

7.1. This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the RO Element(s), and specifically does not apply if the RO Element(s) have had the serial or lot number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the RO Element(s) 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 Element(s) for a purpose for which it was not designed or intended, (iv) normal wear and tear or deterioration, or (v) misuse, abuse, negligence or accidents.

7.2. This Warranty does not apply to RO Element(s) where Aquaporin has disclaimed the warranty obligation pertaining to the RO Element(s). Also, the Warranty only applies to RO Element(s) purchased from an authorized distributor/reseller.

8. Warranty Claim Procedure and Unauthorized Returns

8.1. 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.

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

9. Important Reminders

9.1. When antiscalant is used, its compatibility with the RO Element(s) must be confirmed by the antiscalant manufacturer.

9.2. Permeate obtained from the first hour of operation should be discharged.

- 9.3. The RO Element(s) must be under normal operation for at least twenty-four (24) hours before formaldehyde is used as a biocide. If the RO Element(s) are exposed to formaldehyde before the lapse of this period, an irreversible severe loss in flux may result.

10. Disclaimer

10.1. THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN AQUAPORIN'S DISTRIBUTOR/RESELLER AND AQUAPORIN WITH RESPECT TO THE RO ELEMENT(S) 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 ELEMENT(S). THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE RO ELEMENT PRICE.

11. Applicable Law and Applicability

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

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Aquaporin A/S
Nymøllevej 78
2800 Kongens Lyngby
Denmark

Phone: +45 8230 3082
sales@aquaporin.com
aquaporin.com

