

# PURECHOICE

## Warranty Statement

### Limited Warranty – PureChoice® Products (Excluding Software & Consumables)

PureChoice, Inc. (“PureChoice”) hereby warrants to the original end-user (the “Customer”) acquiring any PureChoice goods (excluding Software and Consumables) collectively, (the “Product”) that such Product shall be free from defects in workmanship and material for the 18 months from the date of shipment from PureChoice as evidenced by the PureChoice invoice, or, the length of time specified in the applicable Order Form. This limited warranty does not extend to:

- a. Goods used under abnormal conditions (conditions outside the range of normal indoor environments as such is determined by PureChoice in its sole discretion, including but not limited to improper ventilation), or any conditions not described in the applicable Order Form.
- b. Goods that are incorporated into other products or equipment, or which are modified by a person other than PureChoice, in each case without the prior written consent of PureChoice.
- c. Software (the warranty for Software is set forth in the PureTrac® End User License Agreement [EULA]).
- d. Consumable products.

### Warranty Limitation

Except as expressly set forth in Section 1 above, PureChoice makes no representation or warranty of any kind whatsoever, whether express or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose or non-infringement.

### Remedy

If a Customer discovers or claims any breach of the warranty stated above, the Customer must promptly notify Customer Service at PureChoice at 11481 Rupp Drive, Burnsville, MN 55337. Within a reasonable time following such notification, PureChoice will determine whether such warranty has in fact been breached. If PureChoice (in its reasonable discretion) determines that such warranty has in fact been breached, PureChoice will, at its option, either (i) repair the Product at no cost, (ii) replace the Product at no cost, or (iii) accept the return of the Product and refund, as applicable, the purchase price paid by the Customer (for purchases). Prior to return Customer must obtain a Return Merchandise Authorization (RMA) from PureChoice. Customer will pay all costs for the return of any goods pursuant to this Section. Notwithstanding the foregoing, PureChoice will not be responsible for installation, dismantling or reinstallation costs or charges.

### Exclusive Remedy

The remedy set forth in the above paragraph is the exclusive remedy for any breach of warranty by PureChoice. The sole purpose of this exclusive remedy shall be to provide the Customer with the replacement or repair of goods in breach of warranty, or a credit or a refund of the purchase price for such goods in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as PureChoice is willing and able to replace or repair the breaching goods or to refund the price paid hereunder in the manner provided herein.