

## ASLAN LIMITED WARRANTY

1. This certificate applies to Aslan Technologies Inc. ("**Aslan**") products purchased by you (the "**Buyer**") from Aslan unless specifically agreed otherwise in writing by Aslan. This Warranty extends only to the original purchaser, and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the product from the original purchaser.
2. Aslan hereby warrants that the products are and will be free from defects in material and workmanship under normal use and service. Aslan warrants that it will correct manufacturing defects in the products, in accordance with the conditions set out in this Warranty.
3. This Warranty is enforceable for a period of 12 months after (a) the date upon which the products were delivered or (b) the products installation date, whatever comes first (the "**Warranty Period**"), provided, however that the Warranty Period shall be limited to maximum 18 months from delivery date. Items such as pH probes, or other similar consumable items may be limited to the original manufacturers' warranties. The product must be operated and/or stored in a suitable location and environment that is conducive with the intended use of the product.
4. In the event that during the Warranty Period the Buyer discovers a defect in material and/or workmanship in any product or part (the "**Defective Product**"), it shall submit a written complaint or in case of any questions please contact your service representative.
5. Upon written demand by Aslan the Buyer shall return the Defective Product - or a sample thereof - to Aslan, at Buyer's cost. If the Buyer ships any such Defective Product, Aslan suggests the Buyer package it securely and insure it for value, as Aslan assumes no liability for any loss or damage occurring during shipment. Provided however that in the event Aslan determines that this Warranty does not apply to such product, Buyer shall promptly reimburse Aslan for such cost (including freight and customs). Any returned product or part must be accompanied by the Warranty certificate and the purchase invoice. It is clarified that the Buyer may not return the Defective Product unless such return was coordinated and approved by Aslan in advance.
6. Aslan's obligation under this Warranty shall be limited to, at Aslan's option, the repair at Aslan's site or exchange, free of charge, of the product or any part which may prove defective under normal use and service during the Warranty Period. If the repair is done at Customer's site, Aslan shall charge Customer according to the then applicable Aslan labor rates. The provision of a repair or replacement of a product during the Warranty Period will result in an extension of the Warranty Period by an additional period of 12 months, provided that the total accumulated Warranty Period shall in any event be no more than 18 months from the date upon which the products were delivered.
7. This Warranty is valid on the condition that the products are installed according to Aslan's or original manufacturer's instructions as expressed in Aslan's or original manufacturer's instruction manuals and according to the technical limitations as stipulated in Aslan's literature or as stated by a representative of Aslan.
8. This Warranty will not apply to damaged or defective products resulting from or related to:
  - (i) Fire, flood, freezing, power surges or failures or any other catastrophe and/or unforeseen occurrence, such as but not limited to those for which the Buyer is customarily insured for, or any force majeure events.
  - (ii) Fault, abuse or negligence of the Buyer;
  - (iii) Intake water, chemical or process feed not meeting the agreed standards, as set forth in a written document, approved by Aslan, or improper storage.
  - (iv) Improper or unauthorized use of the product or related parts by the Buyer, including Buyer's failure to operate the product in conformity with the recommendations and instructions of Aslan, as set forth in Aslan's manuals and other written materials, the operation of the product other than by a trained and qualified operator, or improper installation of the product by a third party not authorized by Aslan.
  - (v) Performance by the Buyer of maintenance or operation other than in conformity with the recommendations and instructions of Aslan, or other than in accordance with procedures defined in the literature supplied for products (including the timely replacement of requisite parts), and for services provided other than by a trained and qualified advanced operator; or
  - (vi) Any alteration, modification, foreign attachment to or repair of the products, other than by Aslan or its authorized technical representatives.
9. In no event shall Aslan be liable to the Buyer or any third party for any damages to property, or for any intangible or economic loss, including loss of profits, loss of customers or damage to reputation, for any damages, including indirect, special, consequential damages, or punitive damage arising out of or in connection with this Warranty, or arising out of or in connection with the product's performance or failure to perform, even if it has been advised of the possibility of such damages.
10. Aslan will be excused for failure to perform or for delay in performance hereunder if such failure or delay is due to causes beyond its reasonable control or force majeure preventing or hindering performance.
11. This Warranty set forth herein is the only contractual warranty given by Aslan and is provided in lieu of any other warranties created by any documentation, packaging or otherwise.
12. Aslan makes no warranty whatsoever in respect to accessories or parts not supplied by Aslan. In the event that Aslan is required to correct a Defective Product or product not covered by this Warranty, it will do so solely in consideration for additional fees.
13. The parties will actively endeavor to amicably settle any dispute arising between them. In the event that the parties are unable to reach an equitable settlement of such dispute, any claim or lawsuit related to the Warranty, its validity execution, its performance be brought before only the courts of Ontario, Canada and the Ontario, Canada law will govern the Warranty, to the exclusion of any conflict of law rules.