

## **GEOFLOW LIMITED WARRANTY**

### **A. WASTEFLOW® PERFORMANCE WARRANTY**

GEOFLOW products which contain nano-ROOTGUARD® are warranted to remain free of root intrusion for a period of fifteen (15) years from the date of delivery to the buyer, provided such product is stored and installed according to the manufacturer's instructions. Any such products that may be clogged by intrusion of roots shall in the first ten years be replaced 100% by Geoflow. And thereafter, for the eleventh (11th) to fifteenth (15th) years, at the price of such replacement less 20% per year. This warranty is expressly limited to providing the buyer with a replacement for any defective product or part and does not include the cost of installation of the replacement and in no case shall GEOFLOW be liable for any special incidental or consequential damages. In addition, the terms of our Basic Warranty set out below, apply to all WASTEFLOW products.

### **B. BASIC WARRANTY**

All GEOFLOW products are warranted to be free from defects in material and workmanship for a period of two (2) years from the date of delivery to the buyer, provided that the product is correctly installed and maintained by qualified persons according to the manufacturer's recommendations. Geoflow shall have the option to repair or replace all, or part of the defective product, or refund all or part of the purchase price within the warranty period. Technical support is provided when the drip package includes exclusively genuine Geoflow controllers, headworks, valves and filters installed in conjunction with Geoflow dripline. If Geoflow provides technical support for products at no charge to the buyer, it shall be given at buyer's sole risk without any express or implied warranty, and Geoflow shall not be responsible or liable for the results thereof.

### **WARRANTY TERMS & CONDITIONS**

**CLAIMS:** All claims must be made in writing to GEOFLOW, Inc. within fifteen (15) days after the defect was discovered.

**THESE WARRANTIES DO NOT COVER:** Conditions caused by others including but not limited to: abuse, misuse, neglect, carelessness, damage by animals or chemicals, accident or disaster: unauthorized alterations, modifications or repairs; transportation or installation; water pressure in excess of or short of recommended amounts; improper or inadequate water treatment or filtration; or failure to follow storage, installation, operation and maintenance instructions.

**LIMITATIONS:** These warranties constitute the exclusive warranties made by GEOFLOW for its products and is expressly in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. These are the only warranties made by GEOFLOW and GEOFLOW does not authorize any employee, dealer, agent, representative or other person to create for it any other obligation or liability.

**LIMITATION OF REMEDIES:** As indicated above, in no case shall GEOFLOW be liable for any special incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort, or any other legal theories. Some states do not allow limits on warranties or remedies for breach in certain transactions. In such states the limits of this paragraph and the preceding paragraph may not apply. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

GEOFLOW reserves the right to make changes and improvements in their products without incurring any obligation to similarly alter products previously purchased.

**CHOICE OF LAW:** These warranties and any liability of GEOFLOW hereunder shall be governed by, construed and enforced according to the laws of the State of California. Any disputes arising out of or relating to these warranties, not resolved by mutual agreement, shall be submitted to final and binding arbitration before JAMS, or its successor.

10/19/2007