



CLEANSPRAY TECHNOLOGIES, LLC.
CleanTransit™

**140 East Main Street, Suite 200
Lewisville, Denton County, Texas 75057**

3-YEAR LIMITED WARRANTY

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A. INTRODUCTION

THIS IS A WARRANTY AND NOT INSURANCE. THIS WARRANTY DOES NOT TAKE THE PLACE OF YOUR GENERAL LIABILITY INSURANCE.

B. COVERAGE

Commencing on the date of original purchase and continuing for a period of 3 years, CleanSpray Technologies, LLC. (hereinafter "CleanSpray") warrants to the ORIGINAL PURCHASER or LESSEE, the CleanTransit™ unit together with any liquid products, to be free from defects in materials and workmanship. This warranty applies to the unit purchased or leased new by the ORIGINAL PURCHASER OR LESSEE and installed at the ORIGINAL LOCATION and may not be transferred to any other purchaser or location.

C. CleanSpray's Responsibilities Under the Limited Warranty

1. During the warranty period the liability of CleanSpray shall be limited to repair or replacement of any defective work or material. Repair or replacement shall be performed by CleanSpray or at the option of CleanSpray by an authorized CleanSpray Dealer within a reasonable time to be not less than thirty (30) days but not more than (180) days, except in cases where delays are due to circumstances beyond CleanSpray's control. Transportation cost is the responsibility of the ORIGINAL PURCHASER OR LESSEE. All repair or replacement costs if not installed by an authorized CleanSpray Dealer are the sole

responsibility of the ORIGINAL PURCHASER OR LESSEE. All repairs or replacements must be approved by CleanSpray authorized personnel. No repair or replacement shall extend the Warranty Period or any applicable part thereof.

2. CleanSpray shall not be liable for any loss, damage, cost, delay, or failure to perform in whole or in part resulting from causes beyond such party's control, including but not limited to, fires, strikes, insurrections, riots, or requirements of any governmental authority. IN NO EVENT SHALL CLEANSPRAY BE LIABLE FOR ANY PERSONAL INJURY, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CLEANSPRAY'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS WARRANTY EXCEED THE AMOUNTS PAID TO COMPANY FOR PRODUCTS BY THE END CONSUMER BRINGING SUCH CLAIM DURING THE PREVIOUS THIRTY DAY (30) PERIOD. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.
3. This Warranty is the exclusive warranty provided by CleanSpray and there are no express warranties beyond those set forth herein. To the extent allowed by law, the duration of any warranty implied by law, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose is limited to the duration of the express Limited Warranty herein.
4. No agent, dealer, salesperson, or other person is authorized to change or modify this express warranty and implied warranty, or any of the terms hereof, and any such changes will not be recognized by, or binding upon CleanSpray.

D. Your Responsibilities Under the Limited Warranty

1. You are responsible for any damage to any improvement, fixture or property not constructed or installed by CleanSpray, including any damage to such items which result from the installation, removal, and/or repair of the Unit, and You shall pay for the cost of repair of such improvement, fixture or property necessitated by the repair of a Unit. You are further responsible for the proper selection of the installation location of the Unit and the care, maintenance and use of the Unit.
2. Ensure no other liquid disinfectant other than Biosesque Liquid Disinfectant is used in the device. This warranty is null and void if any other liquid disinfectant is used in the device.

E. How to Make a Claim Under the Limited Warranty

If you believe Your Unit has a defect that may be covered under the Limited Warranty during the Warranty Period. You must notify CleanSpray in writing and provide all details regarding the defect, when it occurred and the probable cause of such defect. All claims must be directed to CleanSpray Technologies, LLC., Warranty Department, 140 East Main Street, Suite 200, Lewisville, Denton County, Texas 75057. All claims must also include the name, address, and telephone number of the person making the claim. Any and all

reports, estimates, diagrams, and/or pictures that may exist regarding the nature and extent of the alleged defect should accompany the claim. Telephone calls to CleanSpray shall not constitute a claim.

F. Alternative Dispute Resolution for Limited Warranty

You, Your Dealer and CleanSpray hereby agree that any dispute, controversy, claim or matters in question regarding the Limited Warranty including without limitation, a claim of subrogation, negligent or intentional misrepresentation or nondisclosure in the inducement, and breach of any alleged duty of good faith and fair dealing, (herein referred to collectively as a "Dispute"), shall be submitted to Mediation where the parties will endeavor to resolve the Dispute in an amicable manner.

The mediator's compensation fee, administration fee, and all expenses charged by the mediator and/or the mediation service shall be borne equally by the mediating parties. Each party shall pay their own attorney fees and expenses. Additional fees may be assessed in accordance with the mediation company rules and fees.

If mediation is unsuccessful, any dispute relating to or arising from this Warranty shall be brought in the District Courts of Denton County, Texas and no other place.

G. EXCLUSIONS - Items Not Covered by The Warranty

The following exclusions from warranty coverage apply to any and all warranties issued by CleanSpray. The following are excluded from coverage under this warranty:

1. Deficiency or defects to any property, or part of the property, that was not constructed by CleanSpray;
2. Improvements installed by persons other than CleanSpray or an authorized CleanSpray Dealer;
3. Normal Maintenance – including refills by liquids other than Bioesque Liquid Disinfectant;
4. Failure of the Dealer to install the unit in accord with CleanSpray specifications and requirements;
5. Any defects or deficiency caused by materials, design, construction, or work supplied by persons or entities other than CleanSpray or an authorized CleanSpray Dealer;
6. Deficiency or defects resulting from accidents, riot, civil commotion, terror attacks, war, or Acts of God; including but not limited to fire, explosion, smoke, water escape, windstorm, mudslide, erosion, hail, lightning, hurricanes, tsunamis, falling trees, aircraft, vehicles, flood, earthquakes, sink holes, underground springs, or volcanic eruptions;
7. Consequential Damage: Any property damage or bodily injury which follows as a result of structural damage, or other defects covered under this warranty;

8. Normal wear and tear or normal deterioration;
9. Any loss or physically inflicted damage which is not a construction deficiency or defect, including but not limited to chips, scratches, and dents in materials, fixtures, appliances, or other type of equipment;
10. Failure by You to give notice to CleanSpray of any deficiencies or defects within a reasonable time or as specified in this warranty;
11. Negligence and/or improper maintenance or improper operation of items warranted under this warranty including filling the device with any liquid other than Bioesque Liquid Disinfectant;
12. Failure of You or anyone to comply with the warranty requirements of manufacturers of appliances, equipment or fixtures;
13. Any loss or damage which You have not taken reasonable timely actions to minimize;
14. Any alleged deficiency or defect for which there is no evidence of deficiency or defects at the time of the claims investigation; or which has been repaired prior to a CleanSpray claims investigation;
15. Damage resulting from the installation of unit by someone other than an authorized CleanSpray dealer;
16. Damages resulting from modification of the unit including use of liquid other than Bioesque Liquid Disinfectant;
17. Damages caused by accident, abuse, misuse, or negligence.

H. Miscellaneous

1. Exclusive Remedy Agreement - Except as provided herein, You have waived the right to seek damages or other legal or equitable remedies from CleanSpray, its principals, agents, vendors suppliers, workers, material men, and/or design professionals under any and all causes of action whether statutory or at common law, including but not limited to negligence and/or strict liability. The agreement contained herein shall be enforceable to the fullest extent permissible by the laws of the State of Texas and shall apply to any claim thereafter made against CleanSpray or any other person. Your sole remedy, in the event of a defect in Your unit or in the property upon which it is situated, is as prescribed in the terms and conditions of the CleanSpray Limited Warranty.
2. Waiver of Implied Warranties - (Merchantability, Fitness for a Particular Purpose and/or Good and Workmanlike Construction) - By receiving, accepting and /or agreeing to the CleanSpray Limited Warranty including but not limited to the terms and conditions contained herein, You hereby waive any and all other express or implied warranties, including but not limited to any oral or written representations or statements made by CleanSpray or any other

implied warranty including but not limited to warranties of Merchantability, Fitness for a Particular Purpose and/or Good and Workmanlike Construction.

3. Severability - Should any provisions of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, the remaining portions of this warranty shall be given full force and effect and the determination will not affect the enforceability of the remaining provisions.
4. Binding Nature - The Warranty is to be binding upon CleanSpray, You, Your heirs, executors, administrators, successors and assigns.
5. Gender - The use of one gender in the Warranty includes all other genders; and use of the plural includes the singular as may be appropriate.
6. Choice of Law - The warranty is to be construed in accordance with the laws of the State of Texas.
7. Venue - Venue for any dispute arising from or related to this Warranty shall lie in the District Courts of Denton County, Texas. This Warranty is performable in Denton County, Texas.