

ECS HOUSE INDUSTRIES, INC. WARRANTY AGREEMENT

This Is A Legal Contract Between You And ECS House Industries, Inc.

1. ECS House Industries, Inc. ("ECS") warrants directly to you that the equipment identified below will be free from defects in materials and workmanship appearing under normal commercial use and service for a period of twelve (12) months following your first use of the equipment or eighteen (18) months from the date of first delivery of said equipment to you, whichever period expires first, subject to the restrictions and conditions contained herein. The warranty contained herein does not extend to any purchaser of the equipment other than the original purchaser.

List of Warrantied Equipment:

- a.
- b.
- c.

2. The warranty contained herein does not apply to any part(s) or component(s) not manufactured by ECS which are included and/or contained within the equipment supplied to you by ECS. Any warranty, if any, covering parts or components purchased by ECS which are included and/or contained within the equipment purchased by you from ECS is provided to you by the respective manufacturer(s) of such part(s) and/or component(s). ECS is not obligated to bear the cost of labor, lodging, removal of equipment from water, meals or transportation regarding any part(s) or component(s) not manufactured by ECS. Notwithstanding the foregoing statements, with regard to any part(s) or component(s) not manufactured by ECS which are included and/or contained within the equipment supplied to you by ECS and which are found by ECS to be faulty or defective, ECS agrees to facilitate and pursue all warranty claim(s) on your behalf with the manufacturer(s) of the faulty or defective parts(s) and/or component(s) and to bear the cost of shipping any such faulty or defective part(s) or component(s) back to the manufacturer thereof for evaluation during the warranty period set forth by this Agreement.

3. WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY:

Your sole and exclusive remedy against ECS arising from your purchase and use of the equipment manufactured by ECS is limited to the repair or replacement of defective materials or workmanship. Within the warranty period, ECS will replace or repair any parts built and manufactured by ECS that have failed under normal use subject to the restrictions and conditions listed herein. Unless otherwise stated specifically herein, ECS will not be responsible for shipping or handling on parts returned pursuant to this warranty. All parts returned for warranty replacement or repairs must be returned within thirty (30) days of failure, have the proper serial number and have a RMA number attached.

ECS is only obligated to perform repair(s) or replacement(s) of defective material and/or workmanship pursuant to this warranty at an ECS facility or another place designated by ECS. No warranty will be honored by ECS when, in the sole opinion of ECS, there is loss or damage resulting from any cause beyond the control of ECS, including, but not limited to, abuse, neglect, alterations or modifications, an accident, unauthorized repairs or attempted repairs, improper installation, use of the equipment in a sea water or salt water application, or damages resulting from acts of God or governments, floods or fires, or other parties, specifically including, but not limited, to purchaser. ECS will not be responsible for failures of any kind due to: (1) ph levels that vary outside normal limits or (2) abnormal water density in any application. All warranties as stated herein will be null and void upon failure of any kind that is determined by

ECS to have been caused by lack of routine maintenance and/or proper fluid changes as required by the operator's manual and the specifications of the original equipment manufacturer. All warranties stated herein will be null and void upon any failure due to or resulting from foreign objects coming in contact with any ECS equipment. All serial numbers shall remain intact and together as recorded and coordinated by ECS. All parts replaced during the warranty period shall be purchased from ECS and shall be the correct part for the correct model. ECS shall not be liable for any damage caused by corrosion, amoeba or bacteria to any material, part, or workmanship during the warranty period or any other time. This warranty is subject to any existing conditions of supply which may directly affect the ability of ECS to obtain materials or manufacture replacement parts. Any repair or replacement under this warranty shall not extend the original warranty expiration date.

EXCEPT FOR THE ABOVE WARRANTY, ECS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

It is agreed that ECS shall not be liable for any incidental or consequential damages experienced or claimed by you, including, but not limited to: loss of profits; loss of income; damage to equipment; damage to facilities; loss of or damage to your product(s) or crop(s); damages resulting from lack of oxygenation; damages resulting from corrosion, amoeba or bacteria; attorney's fees; costs of litigation; or any liability that you may have with respect to any other person or entity.

4. **TIME LIMIT ON COMMENCING LEGAL ACTION:**

It is agreed that you have one (1) year from the accrual of the cause of action within which to commence any legal action arising from the purchase or use of the equipment, or be barred forever.

5. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods ("CISG") will not apply to this Agreement. Any dispute arising under or related to this Agreement shall be governed by and decided under the laws of the State of Arkansas, United States of America. Venue for any lawsuit and/or claim filed by any party to this Agreement in connection with or related to this Agreement shall lie solely with the courts of the State of Arkansas, United States of America.

6. To the extent that any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected thereby. This warranty shall become null and void upon the dissolution of ECS. This warranty supersedes and voids any and all previous warranty statements and guarantees issued by ECS.

ECS House Industries, Inc.

I, the undersigned, have read the above-stated warranty agreement and understand and accept its terms and acknowledge receipt of a copy of the agreement.

By: _____

By: _____

Date: _____

Date: _____