

**Product:** Cleanse Portal

**Warranty Period:** Subject to the terms and limitations described in this limited warranty (the “Limited Warranty”), HEALTHE, INC. (“HEALTHE”) warrants to the original purchaser (“Purchaser”) that the HEALTHE product listed above (“Product”) will be free from defects in materials and workmanship for a period of three (3) years from the date of purchase (“Warranty Period”). The UV modules contained in the Product are not covered under this Limited Warranty (the warranty for the UV modules is addressed separately below; these modules need to be regularly replaced as part of the maintenance of the Product). Use of any UV module other than those provided by HEALTHE may adversely affect the performance of the Product and will void this Limited Warranty.

**Limited Warranty:** If the Product has been handled, installed and maintained according to HEALTHE’s installation and maintenance guides but nevertheless fails to operate properly during the Warranty Period as a result of one or more defects in materials or workmanship that is covered by this Limited Warranty (each a “Covered Defect”), HEALTHE will, at its sole option and without charge, repair or alternatively replace the Product; if HEALTHE elects to replace the Product, such replacement shall be the same or a similar HEALTHE product, and such replacement product may be new or refurbished.

**UV Modules:** Each UV module is warranted to be free from defects in materials and workmanship for a period of six (6) months (“UV Warranty Period”) (“UV Warranty”). If a UV module is determined to be covered by the UV Warranty, Healthē will, at its sole option, repair at no charge or replace the UV module. If Healthē elects to replace the UV module, Healthē will assess the end user a replacement charge based on the percentage of the UV Warranty Period that has expired at the time of the UV Warranty claim. More specifically, the replacement charge will be calculated as follows:

Replacement Charge (\$) = Current UV Module Price (\$) x Percentage of Expired UV Warranty Period (%)

Example: The UV module ceases to work and a UV Warranty claim is submitted 4 months after the date of purchase. The expired warranty percentage is  $4 / 6 = 66.7\%$ . HEALTHE will charge customer for the replacement UV module 66.7% of the current UV module price.

**Claims Process:** To establish a claim under this Limited Warranty, the Purchaser must notify its HEALTHE sales representative or HEALTHE customer service in writing within thirty (30) days of the initial failure of the Product (or other manifestation of the Covered Defect). HEALTHE may repair the installed Product or require the return of the Product claimed to be defective to a facility designated by HEALTHE. In such case, HEALTHE will issue a return materials authorization

("RMA") number. HEALTHE will not be responsible for any Product returned to its facilities without an RMA number. This Limited Warranty does not cover the costs incurred to: (a) remove or uninstall a defective Product; (b) ship a defective Product to HEALTHE's facility; or (c) install a repaired or replacement Product, which costs shall be the responsibility of the Purchaser. No warranty coverage shall be provided on any Product that have not been paid for in full by the Purchaser.

**Replacement Products:** Replacement products shall be covered under this Limited Warranty for the time period remaining in the original Warranty Period or for a period of ninety (90) days from repair or delivery of the replacement part or product, whichever is longer.

**Original Purchaser:** This Limited Warranty is extended to the original Purchaser only, whether the Product was purchased from HEALTHE directly or from an authorized HEALTHE distributor, with proof of purchase.

**Limitation of Liability:** HEALTHE WILL NOT BE RESPONSIBLE AT ANY TIME FOR ANY LABOR COSTS, REMOVAL OR INSTALLATION COSTS, LOST PROFITS, INDIRECT, INCIDENTAL, OR SPECIAL OR CONSEQUENTIAL DAMAGES. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY HEALTHE WITH RESPECT TO THE PRODUCT. ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. UNDER NO CIRCUMSTANCES SHALL HEALTHE ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THE PRODUCT. WARRANTY SERVICES PROVIDED UNDER THIS LIMITED WARRANTY DO NOT ASSURE UNINTERRUPTED OPERATIONS OF THE PRODUCT; HEALTHE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE. This Limited Warranty provides the Purchaser specific legal rights, and the Purchaser may also have other rights that may vary from state to state. The limitations expressed in this Limited Warranty shall in all cases be applied to the fullest extent allowed by applicable law.

**Exclusions:** This Limited Warranty only covers defects encountered in normal use of the Products and does not cover the following: (i) Product failure caused by improper or incorrect use; improper handling or installation; improper maintenance; improper storage, improper/damaged third-party shipments; fire; vandalism; civil disturbance; power surge; improper power supply; electrical current fluctuation; corrosive environment installation; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; misuse, accidents, abuse, neglect, mishandling, misapplication, or Acts of God (including, without limitation, lightning or flooding); abnormal use or stress; violation of any applicable building or electrical standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings; (ii) Product that was damaged in-transit; (iii) Product that has been modified or has had its serial or model number altered, defaced or rendered illegible; (iv) Product that has been operated under harsh or extreme conditions, including without limitation, excessively high or low

temperatures, water ingress and other similar conditions; (v) Product that has been serviced by personnel not expressly authorized in writing by HEALTHE; (vi) Product that has not properly been maintained by the Purchaser in accordance with HEALTHE's Installation Manual; and/or (vii) Product to which accessories have been attached and/or components have been installed that were not manufactured or approved in writing by HEALTHE.

**Payment Defaults:** This Limited Warranty shall be void if the Purchaser is in default on any portion of its payment obligations to HEALTHE.

**Reservation of Rights:** HEALTHE reserves the right to change the Warranty Period at any time and without prior notice and to make all final decisions, at its sole discretion, regarding the validity of any Warranty claims. HEALTHE reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement process; such replaced or repaired products or parts will be comparable in function and/or performance to an original Product or part.

**Applicable Law and Venue:** This Limited Warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of Delaware, without regard to such laws governing conflicts-of-law or choice-of-law. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase, use or possession of the Products covered by this Limited Warranty shall be brought and maintained exclusively in the state or federal courts located in the State of Delaware, and the Purchaser expressly submits to the personal jurisdiction of such courts.

**Other Products:** This Limited Warranty covers only the Product specified on the first page. Other HEALTHE products may be subject to a separate Limited Warranty which differs from this one.