

SanUVAire, LLC

WARRANTY SERVICE AGREEMENT

What this Warranty Covers

SanUVAire warrants that each SanUVAire hardware product purchased is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase as shown on the Owner, Customer, Transit Authority (hereinafter “You/Your”) standard purchase order or invoice or as may be otherwise specified by SanUVAire. The warranty period and type of warranty service that apply to the product are as specified below.

How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, You may obtain warranty service by contacting SanUVAire or a SanUVAire approved Service Provider, if any. Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider’s normal service area and/or if outside SanUVAire’s normal service area. Contact SanUVAire or an approved local Service Provider for information specific to Your location.

SanUVAire’s product defect warranty on electronic components is forty five (45) days. Limited warranty applies on certain components from the date of the contract, effectively the purchase order date, for up to two (2) years on certain components and (3) years on other components. The limited warranty applies only after the 45 days have passed, an RMA process has been started and testing results have shown product defect to be covered under the limited warranty. Shown defect(s) shall be subject to a pro-rata basis under the limited warranty and as SanUVAire deems appropriate. Product defects are determined solely by SanUVAire. Service under such warranty period is provided as contained herein. SanUVAire warrants that all warranty services performed will be free from defects in workmanship and conform to applicable requirements.

SanUVAire’s applicable service charges are as follows: an hourly rate of \$250.00 plus travel costs. Travel costs are Your responsibility if services are canceled after travel has been scheduled and booked. Travel costs will be invoiced immediately, no exceptions apply.

Customer Responsibilities for Warranty Service

This Warranty shall be null and void and SanUVAire shall not be liable for any damages or expenses if SanUVAire is not first granted access to the premises and/or vehicles. SanUVAire must be granted the opportunity to conduct its own investigation, inspect and evaluate, make its proper determinations, correct, repair and/or replace alleged defective items before You incur expenses or perform any work. Notwithstanding, when attempting to resolve a product or component part issue by telephone, email, or some capacity prior to an on-site service call, You must perform certain work at Your own expense in the mutual attempt to reach a resolution.

Before warranty service is provided, You must take the following steps:

- 1) leave the system and system components in the vehicle as delivered
- 2) follow the service request procedures specified by SanUVAire or the Service Provider;
- 3) provide SanUVAire or the Service Provider with adequate information and details, such as: photos, videos or any other supporting facts.

- 4) do not remove any features, parts, options, alterations, attachments or any 3rd party components applied to the system;
- 5) ensure that the product or part is free of any legal restrictions that prevent its replacement;
- 6) if You are not the owner of a product or part, obtain authorization from the owner for the Service Provider or SanUVAire to provide warranty service.

What Your Service/Product Provider Will Do to Correct Problems

When You contact SanUVAire, You must follow the specified problem determination and resolution procedures. SanUVAire will attempt to diagnose and resolve Your problem by telephone, e-mail or remote assistance. SanUVAire may direct You to download and install designated software updates, if applicable. Some problems may be resolved with a replacement component part that You install Yourself called a “Customer Replaceable Unit” or “CRU.” If so, SanUVAire will ship the CRU to You for You to install. If Your problem cannot be resolved over the telephone; SanUVAire will arrange for on-site service call. If SanUVAire determines that it is unable to repair Your product and it is still within the forty five (45) day warranty period, SanUVAire will ship a replacement at no cost to You. If SanUVAire determines that it is unable to repair Your product and it is after the forty five (45) day warranty period but within the two (2 or 3) year limited warranty period, SanUVAire will replace it at a pro-rated price to You within the guidelines of the limited warranty as determined by SanUVAire. Upon full inspection and evaluation, reportable to You, SanUVAire will decide, in its sole discretion, all warranty claims.

Replacement Products and Parts

When warranty service involves product or part replacement, the replaced product or part becomes SanUVAire’s property and the replacement product or part becomes Your property. Only unaltered SanUVAire products and parts are eligible for replacement. Replacement product(s) or part(s) provided by SanUVAire may or may not be new, but will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the warranty period remaining on the original product.

On-Site Service

When Your product problem cannot be resolved via telephone or through a CRU, SanUVAire or a service provider technician will coordinate service at Your facility within a reasonable time of Your first reported claim to SanUVAire. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. If repair needs to be completed at SanUVAire’s facilities, SanUVAire will send the product part to its center at its expense and return the repaired or replacement product to You at its expense.

Use of Personal Contact Information

If You obtain service under this warranty, You authorize SanUVAire to store, use and process information about Your warranty service and Your contact information. SanUVAire may use this information to perform service under this warranty. We may contact You to inquire about Your satisfaction with our warranty service or to notify You about any product recalls or safety issues. In accomplishing these purposes, You authorize SanUVAire to transfer Your information to any country where we do business and to provide it to entities acting on our behalf. We may also disclose it where required by law. SanUVAire's privacy policy is available at www.SanUVAire.com

What this Warranty Does Not Cover

This warranty does not cover the following:

- 1) damage or defects caused by the failure to maintain any item or keep it in good working order;
- 2) damage resulting from fire, freezing, storms, electrical malfunction or surge, pest damage, unauthorized modification, unsuitable physical or operating environment, natural disasters, or other unforeseen causes or accidents;
- 3) damage from alterations, misuse, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance;
- 4) damage resulting from Your failure to observe any operation instructions or troubleshooting instructions furnished at the time of installation;
- 5) any item and/or component part furnished, installed, modified, altered, or repaired by You or any person other than SanUVAire or a SanUVAire approved Service Provider;
- 6) problems which arise in an attempt by You or someone other than SanUVAire or a SanUVAire approved Service Provider to replace and match existing materials;
- 7) damage caused by any third-party or third-party products, including those that SanUVAire may provide or integrate into its product at Your request, or parts with an altered identification label or from which the identification label has been removed.
- 8) any damage caused by any fraudulent acts or misrepresentation of a defect
- 9) any damage caused by disconnecting, removing, or tampering with the system

This Warranty Only Applies to Products in the Country or Region of Purchase

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT AND FOR SUCH DURATION AS REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. AS SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

Limitation of Liability

Limitations of Liability apply. PLEASE READ SANUVAIRE'S TERMS OF SERVICE AND PRIVACY POLICY AT WWW.SANUVAIRE.COM. BY ACCEPTING THIS WARRANTY SERVICE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO SANUVAIRE'S TERMS AND POLICIES.

General

Any information exchanged between Us is not confidential or proprietary, including any information You disclose over the phone or electronically. Nothing in this Agreement affects any statutory rights of consumers that may not be waived or limited by contract. Each of us grants the other the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent. Neither of us will bring a legal action, arising out of or related to this Agreement or Service, more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract. Neither of us is responsible for failure to fulfill obligations due to causes beyond their control. Either of us may communicate with the other by electronic means and such communication shall be deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document. Each of us will comply with any laws and regulations that are applicable to this Agreement.

Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement by either of us to an affiliate or to our successor organization by merger or acquisition does not require the consent of the other. SanUVAire may also assign its rights to payments under this Agreement without Your consent. Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns. Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement.

Cancellation

SanUVAire may cancel this Agreement without notice and/or for fraud, material misrepresentation, or non-payment by You, if payment is deemed by SanUVAire to be required; or if required to do so by any regulatory authority.

The Entire Agreement

This Warranty Services Agreement, together with the SanUVAire Limited Warranty, constitutes the complete and entire agreement between You and SanUVAire. It supersedes and replaces any prior oral or written communications between You and SanUVAire regarding any Product or Service. Any additional or different terms in any order or written communications from You shall be void and of no effect. This Agreement does not modify the SanUVAire Limited Warranty. This Agreement is only valid in the United States.

Product Warranty

Warranty By Product Type/Model

UVGI - Public Transport/Transit/Motor Coach/Marine Product Line

Breathe-Safe (Air purification) - Ballast - 3-yrs , Lamps - 1-yr (for 1 year model) and 2-yrs (For 2 years model)

(Mounting Hardware and Brackets - Lifetime , All other components - 1-yr)

S-Purifier - Ballast - 3-yrs , Lamps - 1-yr (for 1 year model) and 2-yrs (For 2 years model) , Blower - 2yrs,
Filter - 5yrs - (All Hardware - Lifetime , All other components - 1-yr)

UVGI - Commercial and Residential Product Line

Breathe-Safe (Air Purification) - Ballast - 3-yrs , Lamps - 1-yr (for 1 year model) and 2-yrs (For 2 years model)

(Mounting Hardware and Brackets - Lifetime , All other components - 1-yr)

Surface-Safe (Surface Sterilization)

S-WAND: Ballast - 3-yrs , Lamps - 1-yr (for 1 year model) and 2-yrs (For 2 years model)

S-MT Mobile Tower: Ballast - 3-yrs , Lamps - 1-yr (for 1 year model) and 2-yrs (For 2 years model)

S-Fixture SDS: Ballast - 3-yrs , Lamps - 1-yr (for 1 year model) and 2-yrs (For 2 years model)

(All Hardware - Lifetime , All other components - 1-yr)

UVGI Replacements Lamps - 1-yr (for 1 year model) and 2-yrs (For 2 years model)

IAQ Sensor - 1-yr

UVC Meters and Sensors - 1-yr

S-Filter Series - 5-yrs, Expected use life - lifetime

Public Transport/Transit Safety and Accident Prevention Product Line

S.T.O.P. LED Sign - 3-yrs

C.U.R.B. Avoidance - 3-yrs