

RAINMASTER WATER TANK LIMITED WARRANTY

The manufacturer warrants products from RainHarvest Systems, LLC (hereafter RHS) that it has manufactured and/or that are branded with its name (the "goods") subject to the following terms and limitations, (the "warranty"):

The duration of the warranty is limited as follows:

1. **Duration of Warranty.**

- 1 Year

The duration of the warranty will run from the date of purchase from a dealer or distributor authorized by RHS (the "warranty period").

2. **Limitation of Remedies Replacement.** Within the warranty period, RHS will replace the goods and/or original manufactured components thereof which are found, to RHS satisfaction, to be defective. RHS is not responsible for direct, indirect, special, consequential, or any other damages of any kind, including personal injury to any individual, howsoever caused, including caused by transportation of the goods for repair or replacement.

3. **Procedure for Obtaining Service.** In the event of a warranty claim, the purchaser must complete any and all information required by RHS in order to properly assess or investigate the claim. RHS will not be responsible for the removal of any of the goods found to be defective, or transportation charges to and from RHS authorized dealer or distributor, or for installation of any replacement goods and/or parts furnished under the warranty.

4. **Limitations as to Scope of Warranty.** The warranty does not extend to defects or damage caused, in whole or in part, by:

- I. use of a kind and/or to a degree not reasonably expected to be made of the goods;
- II. improper storage of the goods both prior to and after purchase;
- III. damage caused by, or in the course of, installation or assembly;
- IV. any use of the goods which is not an intended use as specified in RHS' published product literature, or otherwise specified by RHS in writing;
- V. any equipment attached to or used in conjunction with the goods;
- VI. any field modifications or substitutions to original RHS components;
- VII. acidic environmental conditions affecting the structural integrity of the goods;
- VIII. any other circumstance not in keeping with proper maintenance and/or use of the goods;
- IX. Acts of God, accident, neglect or abuse of the goods by the purchaser and/or any other individual or entity; or
- X. any use or installation inconsistent with RHS' Standard Disclaimers.

5. **Limitations as to Manufacturer.** The warranty does not cover products sold by RHS that are not manufactured by RHS. In those circumstances, the purchaser is referred to the manufacturer of those products.

6. **Limitation of Implied Warranties and Other Remedies.** To the extent allowed by law, neither RHS nor its dealers, nor any company affiliated with RHS makes any warranties, representations, or promises as to the quality, performance, or freedom from defect of any Product covered by this Warranty.

RHS HEREBY DISCLAIMS, TO THE EXTENT APPLICABLE, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. A PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THIS WARRANTY ARE THOSE SET FORTH IN THIS WARRANTY. IN NO EVENT WILL WESTEEL, ITS DEALERS, OR ANY COMPANY AFFILIATED WITH RHS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

Some jurisdictions do not allow waivers of certain warranties, so the above waivers may not apply to you. In that event, any implied warranties are limited in duration to ninety (90) days from delivery of the products. You may also have other rights which vary from jurisdiction to jurisdiction.

7. **Exclusive Warranty.** This warranty is the only warranty provided by RHS and all other warranties and/or commitments whether express or implied and no matter by whom made, statutory or otherwise, are subsumed and replaced by it and are of no legal effect. If any provision of the warranty is held by a court of competent jurisdiction to be void or unenforceable, in whole or in part, such provision shall be deemed severable and will not affect or impair the legal validity of any other provision of the warranty.