

**CONSOLIDATED TREATMENT SYSTEMS
AERATOR**

Consumer 2 –year Limited Warranty

1. **Scope of Warranty and Remedy:** Consolidated Treatment Systems, Inc. (“Consolidated”), warrants the parts in each Aerator unit to be free from defects in material and workmanship for a period of two (2) years from date of purchase for treatment of household wastewater when properly registered with the manufacturer. Consolidated’s sole obligation under this TWO-YEAR LIMITED WARRANTY is as follows: Consolidated shall fulfill this TWO-YEAR LIMITED WARRANTY by replacing the Aerator, that shows evidence of defects, provided said Aerator has been paid for and the serial plate on top of the Aerator is returned to Consolidated, transportation prepaid. The warrantee must also timely notify Consolidated of the defect or be barred from any remedy. There is no informal dispute settlement mechanism available under this TWO-YEAR LIMITED WARRANTY.

2. **General Limits on Warranty and Remedy:** No warranty is made as to the field performance of any unit. This TWO-YEAR LIMITED WARRANTY applies only to the Aerator manufactured by Consolidated and does not include any portion of the household plumbing, drainage, or installation of disposal system. Components or accessories supplied by Consolidated, but manufactured by others, are warranted only to the extent of and by the terms and conditions of the original manufacturer’s warranty. In no event shall Consolidated be responsible for delay or damages of any kind or character resulting from, or caused directly or indirectly by, defective components or materials manufactured by others.

3. **Construction and Design Modifications:** Consolidated reserves the right to revise, change or modify the construction and design of the Aerator for household wastewater, or any component part or parts thereof, without incurring any obligation to make such changes or modifications in equipment previously sold. Consolidated also reserves the right in making replacements for the Aerator under this warranty, to furnish another Aerator which, in its judgment is equivalent to the one replaced.

4. **Recommendations:** Recommendations for special applications will be based on the best available experience of Consolidated, and published industry information. Such recommendations do not constitute a warranty of satisfactory performance or fitness for a particular purpose.

5. **Coverage Under Warranty:** This TWO-YEAR LIMITED WARRANTY extends to the consumer of the product. As used herein, “consumer” is defined as the purchaser who first uses the unit or the subsequent user(s) for the first 2 years after its initial installation. It is the first user’s obligation to make known to the subsequent user(s) the terms and conditions of this warranty. This warranty is void if there has been any misuse, alteration, improper installation, improper adjustments, neglect or accidents.

6. **Notice and Claim Process:** This warranty is a TWO-YEAR LIMITED WARRANTY and no claim of any nature shall be made against Consolidated unless and until the consumer, or the consumer’s legal representative timely notifies Consolidated, in writing of the defect complained of and delivers the serial plate, freight prepaid, to the factory.

7. **Exclusion and Limits on Damages:** **UNDER NO CIRCUMSTANCES WILL CONSOLIDATED BE RESPONSIBLE TO THE WARRANTEE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST INCOME, LABOR CHARGES, DELAYS IN PRODUCTION AND/OR IDLE PRODUCTION, WHICH DAMAGES ARE CAUSED BY A DEFECT IN MATERIAL AND/OR WORKMANSHIP IN ITS AERATOR OR PARTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CONSUMER AND/OR INSTALLER OF THE AERATOR SHALL BEAR THE SOLE RESPONSIBILITY AND FULL LIABILITY FOR ANY DAMAGES, INJURIES, OR DEATHS ARISING FROM OR RELATING TO THE IMPROPER INSTALLATION OF THE AERATOR.**

8. **Disclaimer of Other Warranties:** **THIS TWO-YEAR LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS WARRANTY, OR OTHER OBLIGATIONS ON THE PART OF CONSOLIDATED. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS ALSO LIMITED TO THE DURATION OF THE TWO-YEAR LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS TWO-YEAR LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

9. **Jurisdiction:** Warrantee agrees that any claim arising against Consolidated under this TWO-YEAR LIMITED WARRANTY or otherwise shall be commenced solely and exclusively in a state or federal court having jurisdiction over actions in Warren County, Ohio. Consolidated agrees that any claim against the warrantee under this TWO-YEAR LIMITED WARRANTY or otherwise shall be commenced solely and exclusively in a state or federal court having jurisdiction over actions in the county where the warrantee resides.

10. **Governing Law:** This TWO-YEAR LIMITED WARRANTY is to be interpreted, construed, and governed according to the laws of the State of Ohio without regard to conflict of law provisions.

11. **Severability:** In the event that any one or more of the provisions contained in this TWO-YEAR LIMITED WARRANTY shall, for any reason, be declared in a legal forum to be invalid, illegal, ineffective or unenforceable in any respect, such invalidity, illegality, ineffectiveness or unenforceability shall not affect any other provision of this warranty, which warranty shall remain in full force and effect, valid and binding upon both Consolidated and warrantee, and each of the provisions of this TWO-YEAR WARRANTY shall be enforceable independently of any other provision of this warranty and independently of any other claim or cause of action.