



Clarification and Biological Treatment Parts and Components Limited Express Warranty

WARRANTY (“Warranty”): Unless agreed otherwise, in writing, between Brentwood Industries, Inc. (“Brentwood”) and Purchaser (or other third party beneficiary named by Brentwood), Brentwood warrants its Clarification and Biological Treatment parts or components of Brentwood tube settlers, scum removers, SedVac™, AccuFAS® submerged fixed film, trickling filters, and Polychem® sludge collectors (collectively referred to hereinafter as “Parts and Components”) against defects in materials and workmanship that affect the performance for which the Parts and Components were intended. Warranty coverage is contingent and shall remain in effect only upon proper storage, installation, use, operation, maintenance, and shutdown procedures, all occurring under ordinary conditions and in compliance with good industry standards, the approved design criteria, Brentwood’s approved Submittal and Operation and Maintenance Manual, and Brentwood’s Warranty claim procedure. The Warranty period shall be limited to twelve (12) months from substantial completion or eighteen (18) months from Parts and Components shipment date, whichever occurs first; however, the Warranty for aftermarket/OEM orders shall be limited to twelve (12) months from date of Parts and Components shipment. This Warranty is limited to the Purchaser of the Parts and Components or third party beneficiary named by Brentwood by written agreement. The terms of this Warranty shall be modified only through written agreement by an authorized Brentwood employee.

REMEDY AND EXCLUSIONS: The remedy for a covered defect during the Warranty period shall be limited, at Brentwood’s option and control, to repair or replacement of defective Parts and Components, including shipping costs. The remedy excludes costs of labor, removal of non-conforming Parts and Components, and expenses related to installation of the replacement Parts and Components. In no event will Brentwood be obligated to pay costs, damages or other amounts, in total, exceeding the original price paid to Brentwood for the Parts and Components by the Purchaser. Brentwood shall not warrant Parts and Components, nor be liable to the Purchaser or any third party for any damage caused by non-compliance with any of the foregoing conditions or, without limitation, any of the following:

- i) abuse or neglect;
- ii) acts of god;
- iii) abnormal contaminants detrimental to the Parts and Components or any other material of construction as submitted or damages due to pollutants, solvents, or other hazardous substances;
- iv) improper operation, maintenance, storage, or improper/unplanned shut down procedures;
- v) improper handling during installation, improper installation or improper or unintended use;
- vi) damage caused by excessive hydraulic flows or other surface damage caused by abusive foot traffic;
- vii) exceeding maximum media structural loads or temperatures;
- viii) media blocks assembled in the field or elsewhere by contractor or others; and
- ix) additional exceptions provided for by Brentwood and agreed upon in Brentwood’s proposal/quotation to Purchaser or executed contract between Brentwood and Purchaser.

THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR THIRD PARTY. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

CLAIM PROCEDURE:

- 1) **Notification:** Warranty claims must be submitted to Brentwood within fifteen (15) days of discovering facts upon which such claim is based. Claims must be accompanied by an original Warranty certification or proof of purchase, detailed explanation of claim and damages, any relevant work logs/repair orders, and pictorial documentation of the claimed defect. Claims made after installation shall be accompanied by a signed certification (and, as applicable, signed punch list) by an authorized Brentwood employee, verifying Brentwood's certification of the Parts and Components' installation. Failure to provide evidence of Brentwood's certification may void this Warranty; however, provision of such certification is merely support indicating proper installation and is not conclusive evidence of the existence of an alleged defect. At all times, Brentwood reserves the right to investigate all claims and request additional information. Claims shall be emailed to water@brentwoodindustries.com or mailed to: Brentwood Industries, Inc., Attn: Warranty Claims-Clarification and/or Biological Treatment, 610 Morgantown Road, Reading, PA 19611. Claims shall be waived if they are not received in writing nor within the aforementioned Warranty period.
- 2) **Dispute Resolution:** Brentwood shall, in its sole opinion, have the authority to judge the existence and extent of any alleged defect. In the event Brentwood denies a Warranty claim, the Purchaser (or third party beneficiary named by Brentwood) has ten (10) days to supply additional data in support of its claim. If a second denial is made by Brentwood, or a resolution cannot otherwise be reached amongst the parties, both Brentwood and Purchaser (or third party beneficiary named by Brentwood) agree upon and preserve the right to pursue impartial mediation/arbitration under the Pennsylvania Uniform Arbitration Act, Pa. Stat. §7301-7320, subchapter A, as the means of dispute resolution. Mediation/arbitration shall take place in Reading, Berks County, in the Commonwealth of Pennsylvania. Costs of mediation/arbitration (excluding attorneys' fees and travel/individual related expenses which shall be borne by the party incurring the costs/expenses) shall be divided equally between Brentwood and Purchaser (or third party beneficiary named by Brentwood).

COMPLETE AGREEMENT: This Warranty incorporates and shall be interpreted along with Brentwood's Standard Terms and Conditions, in their entirety; however, in the event of conflict between the two, the terms of this Warranty shall supersede the Standard Terms and Conditions. Brentwood reserves the right to modify or discontinue offering this Warranty at any time.

SIGNED WARRANTIES: A signed copy of this Warranty with Purchaser named and order-specific details shall become available upon request subsequent to Parts and Components certification by an authorized Brentwood employee. Limited to aftermarket/OEM orders, signed warranties shall become available upon request upon Parts and Components shipment date. This Warranty will not be honored when past due invoice amounts related to the project or order for the Parts and Components exist at the time a Warranty claim is made.