

## AEP Warranty

Save for its statutory liabilities the following constitutes the sole and exclusive obligations of Advantage Earth Products, Inc. trading as AEP to the Distributor or any person acquiring the title through the Distributor, is in lieu of all other warranties, expressed and implied, and there are no implied warranties of merchantability or fitness for particular purpose, except as follows:

1. **AEP (The Supplier):**

a. AEP (the Supplier) warrants that the Electr-O-Fuze™ System will meet its published specifications, and will be free from material defects in materials and workmanship, under normal use and maintenance, for a period of thirty years from the date of installation.

2. **Conditions and Limitations:**

a. The Electr-O-Fuze™ System must be installed in accordance with Suppliers' published installation instructions and in accordance with prevailing government regulations and codes and must be used in accordance with the suppliers specifications.

b. The Electr-O-Fuze™ System must be used exclusively for petrol, diesel, Kerosene, (Jet fuel), Avgas, E85, Biodiesel, and all other MV, HB, CT, Aviation and Marina fuels.

c. The Electr-O-Fuze™ System must be comprised solely of the suppliers pipes, fittings and accessories and must be jointed using the specified Electr-O-Fuze™ equipment.

d. All of the warranties described above shall apply to the original installation only.

e. The supplier shall not be liable for damage to or defects in any products caused by improper transportation, storage or other misuse, neglect or accident, nor does this warranty apply to any products which have been repaired or adhered in any way which, in the sole judgment of AEP, affects the performance, stability or general purpose for which they are manufactured.

3. **The Suppliers liability shall be limited to:**

a. Liability for death or personal injury resulting from its negligence.

b. At its option either:

i. The repair of the defective components of the Electr-O-Fuze™ System;

ii. The replacement of the defective components of the Electr-O-Fuze™ System; or

iii. Refund of the purchase price of the Electr-O-Fuze™ System as charged to the Distributor.

c. NB. The Supplier shall not be liable for labor or other installation or replacement costs incurred in connection with the replacement products furnished in accordance with the terms of this warranty, nor shall the Supplier be liable for the costs of removal or re-installation of any product.

d. Liability for direct damage to material property as a result of a sudden and accidental discharge or dispersal of fuel directly caused by a defect in the Product. Under no circumstances shall the Supplier liability under this clause exceed 3 million (US Dollars) for an event or series of events.