



## Warranty Policy and Procedure

### Warranty

CLEAN+CLEAR PRODUCTS ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF SIX MONTHS FROM DATE OF PURCHASE PROVIDED THE PRODUCTS ARE USED ACCORDING TO CLEAN+CLEAR'S PRODUCT SPECIFICATIONS AND RECOMMENDED USAGE. CLEAN+CLEAR'S LIABILITY IS LIMITED TO REPAIR OF, REFUND OF PURCHASE PRICE PAID FOR, OR REPLACEMENT IN KIND AT CLEAN+CLEAR'S SOLE OPTION. CLEAN+CLEAR'S WARRANTY COVERS PARTS ONLY; LABOR IS NOT COVERED.

CLEAN+CLEAR MAKES NO WARRANTIES WITH RESPECT TO THE CLEAN+CLEAR PRODUCTS, ITS USEFUL LIFE OR ITS QUALITY, EXCEPT AS STATED ABOVE. CLEAN+CLEAR HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES SHALL CLEAN+CLEAR BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE CLEAN+CLEAR PRODUCTS, USEFUL LIFE, LOST PROFITS, LOST GOODWILL, AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED HEREIN.

### Clean+Clear Warranty Policy and Procedure

- All warranty claims must be in writing from the Clean+Clear authorized distributor stating the date of sale, the end user, a description of the defect; and must be accompanied by a purchase order from the distributor for the new part to replace the failed part.
- Upon receipt of the written warranty claim and the distributor purchase order, Clean+Clear will assign a Return Material Authorization Number (RMA #) for return of the failed part and send the RMA # to the distributor. Clean+Clear will ship a replacement part within five business days and send an invoice to the distributor using the purchase order given with terms net-30 days.
- The distributor/end user is responsible for the return of the failed part to Clean & Clear with postage prepaid.
- Clean+Clear will review the cause of failure and if the failure is a defect in quality of workman ship or material covered under Clean+Clear 's warranty, Clean+Clear will send an off setting credit to the distributor. If the failure is not covered under Clean & Clear's warranty, the invoice must be paid in accordance with the net 30-day terms.
- All warranty repairs are FOB Clean+Clear factory and Clean+Clear does not pay the freight for the replacement product or the return of the failed product.
- If the failed part is not returned to Clean+Clear within 30 days of the date of the claim (date purchase order received from distributor and date RMA# given) the warranty claim will be closed as a rejected warranty and the invoice shall be immediately due and payable.