



AEREUS WARRANTY

Aereus Technologies Inc. guarantees Aereus copper will kill greater than 99.9% of Gram-negative and Gram-positive *bacteria in less than two (2) hours of exposure, will deliver continuous and ongoing antibacterial action, and will inhibit the buildup and growth of bacteria between routine cleaning and sanitizing steps for the lifetime of the product.

Aereus copper solid surface technology is a supplement to, and not a substitute for, standard infection control practices, including those practices related to cleaning and disinfection of environmental surfaces. The implementation or use of Aereus copper on products, including CuVerro® Shield by Aereus, should not alter, in any way, existing cleaning practices or protocols of users. Users should continue to clean and sanitize according to their pre-existing standard practice. Facilities must maintain the Aereus product in accordance with cleaning control guidelines.

The warranty provided by Aereus Technologies Inc. is dependent on the product to which the Aereus process is applied and will vary depending on the composition of the substrate and desired finish. Aereus copper products are warrantied against defects in materials and workmanship, including cracking, chipping, blistering and sunlight effects for Five (5) years from the date of the invoice issued to the Buyer for the parts in question (the “Warranty Period”) under typical indoor conditions and for their intended use only. Minor cosmetic blemishes are excluded from this warranty, as are any defects that were in existence or caused by defects in the Unfinished Products to which the Aereus copper layer is applied. Aereus will inspect the Unfinished Products only for defects that will affect the application of the Aereus copper solid surface. If defects are discovered, Aereus shall notify the Buyer and Aereus will return the defective products back to Buyer at Buyer’s expense. The antimicrobial efficacy of the products provided by Aereus Technologies Inc. will have a lifetime warranty.

EXCLUSION & LIMITATIONS

The applicability of this warranty is expressly limited to the Aereus copper solid surface and does not extend to the product to which the Aereus copper surface is adhered. For clarity, Aereus provides no warranty to any product other than the Aereus copper surface, and makes no warranty or representation related to any underlying product or any other guarantee related to the functionality, lifespan or warranty of those products to which the Aereus copper layer is applied. Aereus Technologies Inc. will not be responsible for any costs, defects, or damages with respect to the delivery, assembly, transport, installation, removal, reinstallation or repair of any products or components.

No warranty is provided for unauthorized use, adjustment, or tampering with the Aereus copper layer by any person whatsoever. The application of any wax, paint, lacquer, varnish, oil, or any other coating covering all, or any portion of, the Aereus copper layer shall immediately void this warranty.

This Warranty does not cover any other damage or material failure, caused by any of the following:

- a) Occurrences beyond the control of Aereus Technologies Inc, such as the use of chemicals, solutions or treatments during the process of cleaning, such as Peracetic acid. Cleaning of CuVerro Shield solid surface products must follow the proprietary instructions of the cleaning products and with reference to the manufacturers' instructions;
- b) Storage or installation of the product in an environment that includes high humidity, sand, dirt, salt spray or grease, contact with windblown objects, contact with animals or animal waste, unreasonable use, improper or faulty installation, failure to provide reasonable maintenance, fire, food, re-installation, chemical pollutants, normal weathering, fading, discoloration, change in appearance or non-uniform appearance over time in outdoor installations;
- c) have been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Aereus;
- d) has been reconstructed, repaired or altered by Persons other than Aereus or its authorized Representative;
- e) Failure to follow any and all maintenance instructions as provided by Aereus Technologies Inc.

Customer's Exclusive Warranty - This Warranty is the sole Warranty provided by Aereus Technologies Inc. and no other warranties or conditions, statutory or otherwise, shall be offered or implied. No representative, agent, employee or any other person, has authority to assume or incur on behalf of Aereus Technologies Inc. any obligation, liability or responsibility in place of or in addition to this warranty, or modify or extend this warranty in any manner.

This warranty shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario without regard to its conflict of laws rules.

This Warranty is subject to the disclaimers, inspection, exceptions, certification, terms and conditions contained herein. Any Notice of claim under this warranty shall be sent to Aereus Technologies Inc. in writing together with proof of purchase, photographs of the products and current site conditions, and shall specify the nature of the defect with when it was first observed. The purchaser shall be responsible for all costs associated with removal, disassembly and delivery of the product to Aereus Technologies Inc, and for freight, assembly, and installation of the product after Aereus has replaced the product. Aereus may request to have all or some portion of the parts forming the valid warranty claim, returned to Aereus at its expense for testing in an effort to determine cause of failure and develop potential improvements. Buyer shall use commercially reasonable efforts to obtain warranted parts and return them to Aereus, if so requested.

Process for Warranty Claims and Customer's Exclusive Remedy for Defective Products – The procedure for making a warranty claim by the customer shall be as follows:

- a) Customer must notify Aereus, in writing, of any alleged claim or defect within thirty (30) days from the date the customer discovers the claim or defect, but in any case, prior to the expiry of the Warranty Period (as defined above);
- b) Buyer shall organize shipment of the allegedly defective products to which the Aereus copper layer was applied, for inspection and testing by Aereus, or, if the Unfinished Products are of nominal value and are not returned, Buyer shall provide adequate proof to Aereus that there is a valid warranty claim, as herein described, by some other means, which may include providing pictures of the Finished Products for which a warranty claim is being made ;

- c) If Aereus, acting reasonably, determines that such products are defective and that the defect is not subject to the exclusions described herein, Aereus shall repair or replace such defective product. If the original products to which the Aereus copper layer was applied were supplied by the customer, customer shall provide additional parts in the event Aereus determines replacement is required. Aereus will ship the replaced or repaired parts to a location designated by the customer or refund the price that was charged related to those defective parts. The refund will be provided as a credit on existing amounts owed by the Buyer to Aereus at the time of the valid warranty claim, and if no such amounts are owed by the Buyer to Aereus at that time, against future sales.

Notwithstanding any other provision of this warranty, the remedy in c) above shall be the exclusive remedy of the customer and shall represent Aereus' entire liability with respect to parts that have had Aereus copper layer applied by Aereus. The repair, reconstruction, alteration or replacement of a product that is subsequently claimed as defective shall void this warranty. *See full details at www.aereustech.com