

WARRANTY · FORM 40-C0031-EN

Three-year prorated limited warranty for regenerated elements



For Second Life RO regenerated RO elements.

Replaces Rev.0 of August 2024.

Second Life RO Manufacturing FZ-LLC ("Second Life RO") gives the buyer of its regenerated RO elements ("Buyer") the limited warranty set out below. It covers materials, workmanship and performance. This Warranty forms part of Second Life RO's General Terms and Conditions of Sale. If the two conflict, this Warranty prevails.

1 Materials and workmanship

Before delivery, every regenerated element is performance-tested and quality-checked to confirm that it is fit for operation. Because the element is regenerated, it may show visible signs of previous use and minor imperfections on the shell, spacer or end caps.

Subject to mandatory law, this Materials and Workmanship Warranty runs for 1 year from the date on which Buyer receives the elements.

If an element is found to be defective under this section, Second Life RO will, at its choice, repair or replace it. A replacement is delivered on the same terms as the original sale. This is Buyer's only remedy, and the full extent of the liability of Second Life RO and of any company involved in distributing or selling the elements, for all claims under this section. Buyer bears the costs and expenses of replacing the elements.

This Materials and Workmanship Warranty does not cover defects caused by not following Second Life RO's Operating and Handling Manual or standard engineering practice.

2 Initial performance

Second Life RO confirms that each element it supplies meets the initial minimum product flow rate and the initial minimum salt rejection stated in the specification sheet for its model (the "Specification Sheet"), measured under the test conditions given in that Specification Sheet.

If an element does not meet these values and Buyer tells Second Life RO, Second Life RO will repair or replace the element once the shortfall is confirmed, and will pay the shipping costs.

3 Performance warranty

During the Warranty Period (section 4), provided the element is operated under the standard conditions set out in the Specification Sheets, Second Life RO warrants the following performance (the "Performance Warranty"):

- a) Salt passage will not be more than 3 times the maximum salt passage. Maximum salt passage (%) = 100 – minimum salt rejection (%), using the minimum salt rejection stated in the Specification Sheet.
- b) Permeate flow will stay at or above 70% of the minimum product flow rate stated in the Specification Sheet.

4 Warranty period

The Performance Warranty runs for 3 years (the "Warranty Period"), starting on whichever of these dates comes first:

- a) The date on which pretreated water is first fed into the RO unit.
- b) 3 months after shipment from our manufacturing facility.

5 Conditions of the performance warranty

The Performance Warranty is void if any of these conditions is not met:

- a) The elements are operated within the conditions and recommendations in Second Life RO's Operating and Handling Manuals, and never beyond the limits in the Specification Sheets.
- b) The design of the system that uses the elements, including its array and recovery, instruments and components, follows sound engineering practice. Second Life RO may review the system design, but does not warrant it.
- c) The elements are not fouled by precipitates, suspended solids, organic matter, inorganic scale, chemicals or biological growth in a way that reduces performance. The feed water contains no oil, grease or other harmful substances, and no strong oxidising agents such as active chlorine or ozone.
- d) No nonionic or cationic surfactants or coagulants are used to clean the elements or come into contact with them.
- e) The elements are protected against shocks, such as load shocks, vibration, pulsation, and air or water hammer, during start-up, normal operation and cleaning. Back pressure, meaning permeate line static pressure above feed side static pressure, never exceeds 0.3 bar.
- f) Corrective action is taken promptly whenever system performance declines (permeate flow, salt rejection or pressure drop).
- g) Buyer gives the end user adequate operating and maintenance manuals for the system, and trains its operators and supervisors in cleaning, performance restoration, diagnosis and troubleshooting.
- h) Buyer makes sure that system performance data are recorded, reviewed and filed regularly and systematically from the first start-up of the plant. Operating data such as troubleshooting, maintenance, operating hours and chemical dosing are recorded too, and are made available to Second Life RO on request in the event of a warranty claim.
- i) Until installation, the elements are kept in their original shipping bags and cartons, out of direct sunlight, at an ambient air temperature between 0 °C (32 °F) and 35 °C (95 °F).

6 Remedy under the performance warranty

- a) For all claims under the Performance Warranty, Buyer's only remedy, and the full extent of the liability of Second Life RO and of any company involved in distributing or selling the elements, is this: Second Life RO will, at its choice, repair, regenerate or replace the elements at the EXW (Ex Works) price in force at that time, less a rebate in proportion to the unused part of the Warranty Period. Customs duties, taxes, fees, installation work and similar costs are excluded.
- b) Second Life RO will never supply more replacement elements than Buyer originally bought. Buyer bears the installation costs.
- c) Second Life RO may choose either (i) to send an expert to examine the elements on site, or (ii) to ask Buyer to return the elements that are said to be defective, freight prepaid, for examination. If the examination shows (1) that the elements failed for a reason other than a breach of the Performance Warranty, or (2) that the elements meet the Performance Warranty, Buyer will pay Second Life RO USD 1,000 per person per day, plus all direct expenses of Second Life RO's staff for inspecting and testing the elements, and Second Life RO may return the elements to Buyer freight collect.

7 Reminders

- a) If an antiscalant is used, its manufacturer must confirm that it is compatible with Second Life RO elements.
- b) Discard the permeate from the first hour of operation.
- c) Run the elements in normal operation for at least 24 hours before using formaldehyde as a biocide. Earlier exposure to formaldehyde can cause a severe and irreversible loss of flux.

8 Disclaimer

EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY, SECOND LIFE RO GIVES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SECOND LIFE RO IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, FOR LOSS OF PROFIT OR PLANT DOWNTIME, OR FOR CLAIMS BY THIRD PARTIES AGAINST BUYER, THAT ARISE FROM A PERFORMANCE FAILURE OR A DEFECT OF THE ELEMENTS. THESE LIMITATIONS OF LIABILITY CONTINUE TO APPLY AFTER THIS LIMITED WARRANTY EXPIRES, ENDS OR IS CANCELLED. IF BUYER FAILS OR REFUSES TO DISCLOSE IN FULL TO SECOND LIFE RO HOW THE ELEMENTS ARE USED AND THE CONDITIONS UNDER WHICH THEY ARE OPERATED, ALL WARRANTIES OTHER THAN THE MATERIALS AND WORKMANSHIP WARRANTY ARE VOID.