



Second Life RO Regenerated Element Three-Year Prorated Limited Warranty

Second Life RO (referred to as “Second Life RO”) offers a limited warranty to the buyer (“Buyer”) on the materials, workmanship, and performance of its RO elements under the following terms and conditions:

1. Materials and Workmanship Warranty

Second Life RO guarantees that its regenerated elements undergo rigorous performance testing and quality checks to ensure operational fitness, but may exhibit visual marks of use and slight imperfections in the shell, spacer, or end caps. Subject to the applicable mandatory legal regulations, this Materials and Workmanship Warranty is valid for one (1) year from the date of receipt by Buyer. Buyer’s sole remedy and Second Life RO’s (including entities involved in the distribution and sale of elements) total liability to Buyer under this Materials and Workmanship Warranty for all claims is limited, at Second Life RO’s discretion, to repair or replacement of any element found defective under this Materials and Workmanship Warranty, delivered under the same terms as the original sales contract. The Buyer is responsible for the costs and expenses of replacing the elements. This Materials and Workmanship Warranty does not cover defects caused by failure to follow Second Life RO’s Operating and Handling Manual and standard engineering practices.

2. Initial Performance Warranty

Second Life RO ensures that the elements offered have the initial Minimum Product Flow Rate and initial Minimum Salt Rejection as specified in the specification sheets for the corresponding models attached (“Specification Sheets”). These parameters are established under Test Conditions as specified in the Specification Sheets. If any element(s) do not meet performance specifications, and Buyer notifies Second Life RO of such deficiency, Second Life RO will, upon confirmation of faulty performance, repair or replace the defective element(s). In such cases, shipping costs will be covered by Second Life RO.

3. Performance Warranty

During the Warranty Period (defined in Section 4 below), when operated under standard conditions as specified in the Specification Sheets, Second Life RO guarantees the performance of its element(s) as follows (“Performance Warranty”):

- Salt passage will not exceed three (3) times the maximum salt passage. [1]
- Permeate flow rate shall remain at or above 70% of the Minimum Product Flow Rate as specified in the Specification Sheets.

4. Warranty Period

Second Life RO’s Performance Warranty applies for three (3) years from whichever of the following events occurs first (“Warranty Period”):

- Pretreated water is fed into the RO unit for the first time.
- Three (3) months following shipment from our manufacturing facility.

5. Prerequisite Conditions of Performance Warranty

The Performance Warranty in Section 4 is void if any of the following conditions are not met:

- The element(s) must be operated within the conditions and recommendations described in Second Life RO’s Operating and Handling Manuals. Operating conditions must not exceed the limits specified in the Specification Sheets.
- The design parameters, including system array and recovery, instrumentation, and components of the system using the element(s), must adhere to sound engineering practices. Second Life RO reserves the right to review the system design but does not guarantee it.

[1] Maximum Salt Passage is calculated by the following formula with Minimum Salt Rejection as specified in the Specification Sheets;
[Maximum Salt Passage (%)] = 100 - [Minimum Salt Rejection (%)]

c. The element(s) must not be fouled by any precipitates, suspended solids, organic matter, inorganic scale, chemicals, or biological growth affecting performance negatively. The feed water must be free from oil, grease, or other harmful materials. It must not contain strong oxidizing agents like active chlorine and ozone.

d. Nonionic or cationic surfactants and coagulants must not be used for membrane cleaning or come into contact with the element(s).

e. The element(s) must be protected from shocks such as load shocks, vibrations, pulsation, air or water hammers during start-up, normal operation, and cleaning. Back pressure, where permeate line static pressure exceeds feed water side static pressure, must not exceed 0.3 bar at any time.

f. Appropriate countermeasures must be taken promptly in case of system performance decline (permeate flow, salt rejection, or pressure drop).

g. Buyer must provide the end-user with adequate system operation and maintenance manuals and train operators and supervisors to perform cleaning, performance restoration, diagnostic, and troubleshooting procedures.

h. Buyer must ensure that frequent and adequate system performance data are routinely recorded, reviewed, filed, and documented systematically from initial plant start-up. Operation data such as troubleshooting, maintenance, operation time, and chemical dosage must also be recorded and made available to Second Life RO upon request in case of a warranty claim.

i. Prior to installation and use, the elements must be stored in their original shipping bags and containers, away from direct sunlight, and at an ambient air temperature not exceeding 35°C (95°F) or below 0°C (32°F).

6. Remedy for Breach of Performance Warranty

a. Buyer's sole remedy and Second Life RO's (including entities involved in the distribution and sale of elements) total liability to Buyer for all claims under this Performance Warranty are limited, at Second Life RO's discretion, to repair, regenerate, or replace the elements at the then ex-works price less a prorated rebate on the unrealized life of the Warranty Period, excluding customs, taxes, fees, installation work, etc.

b. Second Life RO's liability is limited to supplying a number of replacement elements not exceeding the number of initially purchased elements. Installation costs are to be borne by the Buyer.

c. Second Life RO may, at its discretion, (i) send an expert for on-site examination, or (ii) request Buyer return the alleged defective elements to Second Life RO freight prepaid for examination. If the examination reveals that (1) the element(s) failure is due to reasons other than a breach of the Performance Warranty, or (2) the element(s) meet the Performance Warranty, Buyer will pay Second Life RO USD1,000 per day per person, plus all direct expenses incurred by Second Life RO's personnel in connection with the inspection and testing of the elements, and Second Life RO may return the elements to Buyer freight collect.

7. Reminder

a. When using antiscalant, its compatibility with Second Life RO elements must be confirmed by the antiscalant manufacturer.

b. Permeate obtained from the first hour of operation should be discharged.

c. Elements must be under normal operation for at least twenty-four (24) hours before using formaldehyde as a biocide. Exposure to formaldehyde before this period may cause severe irreversible loss in flux.

Disclaimer

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE GIVEN EXCEPT AS EXPRESSLY PROVIDED ABOVE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE NOT PROVIDED AND ARE EXPRESSLY DISCLAIMED AND EXCLUDED. SECOND LIFE RO IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL EXEMPLARY, AND PUNITIVE DAMAGES, LOSS OF PROFITS, PLANT SHUTDOWN TIME, OR SUITS BY THIRD PARTIES AGAINST BUYER DUE TO A PERFORMANCE FAILURE OR DEFECT OF THE ELEMENT(S). ALL LIMITATIONS ON LIABILITY SHALL SURVIVE THE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS LIMITED WARRANTY. FAILURE OR REFUSAL TO FULLY DISCLOSE THE USE AND OPERATING PARAMETERS OF SECOND LIFE RO MEMBRANE ELEMENTS TO SECOND LIFE RO SHALL RENDER ALL WARRANTIES, OTHER THAN MATERIALS AND WORKMANSHIP, NULL AND VOID.

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