

ARS CUSTOM MANUFACTURED EQUIPMENT WARRANTY

ARS ENTERPRISES, a California corporation ("ARS") warrants to the original owner of equipment that has been custom manufactured by ARS, that such warranted equipment is free from defects in material and workmanship. The terms and conditions of this warranty and the rights of such original owner in case of a covered defect are as follows:

SECTION 1 EQUIPMENT SUBJECT TO THIS WARRANTY

The equipment subject to this warranty includes, and is limited to, equipment which is new or refurbished and custom manufactured to specifications agreed upon by the original owner and ARS prior to commencement of manufacturing.

SECTION 2 WARRANTY GIVEN; PERIODS OF WARRANTY

2.1 Standard Warranty; Labor to Repair or Replace

ARS warrants only that the equipment will perform the functions in the prescribed sequences described in the equipment's Operator's Manual, which is incorporated herein by reference and made a part hereof. To that end, ARS warrants the equipment to be free of defective material and workmanship that would preclude such functions in such sequences. ARS DOES NOT WARRANT THAT A PROPERLY RUN CYCLE WILL ACHIEVE THE DESIRED OUTCOME FOR WHICH THE EQUIPMENT WAS CUSTOM BUILT. Unless otherwise specified herein, this warranty shall apply for one (1) year from the start of the warranty period. See paragraph 3.1 below for determination of commencement of warranty period. The scope of this warranty is set forth in Section 4 below.

2.2 Customer Provided Components; Labor to Repair

ARS warrants that components provided by the customer were verified to perform such functions as required. To the extent that ARS provided labor to verify or modify such components, such workmanship shall be warranted for a period of one (1) year. No warranty, expressed or implied, applies to the components provided by customers.

2.3 Warranty on Repairs or Replacements

In the event that ARS provides replacement or parts, or repairs the equipment or parts hereof pursuant to this warranty, the warranty on equipment of parts so repaired or replaced, and all obligations of ARS to provide repair or replacement labor with respect thereto, shall continue only for the balance of the original warranty period.

SECTION 3. COMMENCEMENT OF WARRANTY PERIOD

3.1 Installed Equipment

Unless otherwise specified, the warranty period with respect to installed equipment will begin with initial operation or with final checkout by an ARS representative (See Section 5.7 below) or One Hundred Eighty (180) days after receipt of the equipment, whichever date first occurs, and will continue for the period specified in Section 2.0 above.

3.2 Portable Equipment

Unless otherwise specified, the warranty period with respect to portable equipment will begin with the initial operation of such equipment or thirty (30) days after receipt of the equipment, whichever date is the earlier, and continue for the period specified in Section 2 above.

3.3 Importance of Section 5

See Section 5 below. This Section sets forth additional requirements which, if not complied with, will result in the failure or loss of warranty.

SECTION 4 CORRECTIVE ACTION; SCOPE OF WARRANTY

The obligation of ARS in the event of defective equipment covered by this warranty, is limited to the matters set forth in this Section 4. Unless otherwise specified, service labor required to repair or replace defective equipment covered by this warranty will be provided by ARS, upon request, without further charge during the applicable warranty period. Equipment or parts that prove defective during the warranty period will, at the sole option of ARS, be repaired or replaced. The cost of all parts used in such repair or replacement shall be borne by ARS. Work will be performed within a reasonable period of time of receipt by ARS of notice of the defect and will be carried out at a mutually convenient time. Service of installed equipment will be performed at the owner's premises where practical. If, however, ARS determines that on-premises service is not practical, transportation charges to the designated place of service shall be paid by purchaser. ARS is not responsible for removal, loading, installation or similar expenses in connection with its warranty obligations.

SECTION 5. VOIDING OF WARRANTY OR LOSS OF COVERAGE

The warranty set forth herein shall not apply in any of the following conditions:

5.1 Any condition or problem resulting from or occurring during operation of the equipment without complying with the instructions and warnings in any ARS Operator's Manual applicable to the equipment.

5.2 Problems related to environmental conditions beyond the control of ARS.

5.3 Repairs necessary as the result of abuse, neglect (which may include prolonged storage), incorrect repairs or adjustments, or inadequate maintenance. (Inadequate maintenance shall include failure to have documented inspection and service of the equipment at least once every 90 days and conducted in accordance with ARS recommended Preventative Maintenance, any maintenance specified by component manufacturers and any maintenance which can be reasonably presumed by a purchaser of such equipment to be necessary whether or not such maintenance is specifically called for in the ARS Operator's Manual).

5.4 Problems related to improper building services.

5.5 Transfer of the equipment to others or relocation of the equipment.

5.6 Damage caused by others including that occurring during shipment, storage or installation.

5.7 Failure to have pre-operation inspection. Equipment that requires installation, (and certain other equipment specified in the Operator's Manual), should be inspected, before it is placed in service. Failure to have this inspection performed by an ARS representative prior to operating the equipment, will void this warranty. This inspection is made at no additional cost to the purchaser.

5.8 Personal injury resulting from leaks from the equipment. Such injury will not occur if the equipment is properly positioned in the room where operation occurs and adequate ventilation is provided. It is the user's responsibility to be certain of proper placement and adequate ventilation.

5.9 Failure to provide written notice of start of warranty to ARS within thirty (30) days of commencement unless inspection referred to in Section 5.7 above is performed.

5.10 Problems resulting from caustic or corrosive materials which come in direct contact with any surfaces of the equipment. Caution: chloride compounds are corrosive to stainless steel.

SECTION 6. CERTAIN LIMITATIONS OF WARRANTY

6.1 No Warranty of Expendable Parts

Parts that are normally regarded as expendable (and the labor to install them) are not covered under this warranty. By way of illustration and not by way of limitation, some parts considered expendable are seals, gaskets, lubricants, filters (gas and liquid), solenoid kits and bulbs.

6.2 Limited Warranty on Microcomputer Circuit Boards

Microcomputer circuit boards utilized in controls or as components of control systems are subject to a six (6) months parts warranty. Labor to replace faulty boards shall be one (1) year.

6.3 Location in ARS Service Area

The full extent of the warranty shall apply only to equipment located within the ARS, or authorized Sales Service Representative service area, otherwise the warranty consists of parts replacement only.

6.4 No Special, Indirect or Consequential Damages

The sole responsibility of ARS under this warranty shall be limited to repair or replacement of the equipment or parts thereof as provided in Section 4 hereof. ARS SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OWING TO FAILURE OF THE EQUIPMENT OR ANY PART THEREOF.

6.5 NO WARRANTY OF FITNESS OR MERCHANTABILITY

ARS MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND MAKES NO OTHER WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.

6.6 Representatives of ARS Can Not Make Other Warranties

No agent of ARS is authorized to make any oral warranty or to make any written warranty other than as specifically provided herein.