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RTI Five-Year NitroPro Limited Warranty

(Applies only to NitroPro Equipment owned and operated in North America)

RTI warrants to the original Purchaser the NitroPro to be free from defects in materials and workmanship as follows:

Year One - RTI is responsible for costs associated with parts and labor for repairs needed because of defects in material and/or workmanship. RTI is not responsible for costs associated with repairs needed because of improper use or a lack of normal maintenance. The goal of RTI is to provide a timely turn-around of the covered product requiring warranty repair.

Year Two through Year Five - RTI is responsible for costs associated with parts only for repairs needed because of defects in material and/or workmanship. See special warranty conditions below for the Nitrogen Membrane.

The Purchaser must participate and assist RTI Technical Support during an over-the-phone diagnosis process of:

- A) Determining that a legitimate failure has occurred and that the complaint is not just the result of inadequate training and/or improper use that could be easily remedied by over-the-phone instructions.
- B) Determining the nature of the failure and that it is reasonable for RTI Technical Support to judge over the phone that the failure is warrantable.
- C) Determining the parts necessary to make the repairs so that those parts can be shipped via the appropriate expedited method at the expense of RTI if the failure is warrantable.

During the One Year Warranty period, RTI is solely responsible for providing Field Repair Service when appropriate within a reasonable period of time after a warrantable failure is determined. Field Repair Service is generally available in all areas within 150 miles of major metropolitan areas in the USA. A reasonable period of time will depend on the location of the Purchaser and the time of the year. RTI maintains a large network of Service Providers in the USA. When Field Repair Service is needed, in most locations near a major USA metropolitan area, and during most times of the year, a reasonable period of time for Field Service is 24 to 48 hours after parts are received by the Purchaser.

Since repair parts from RTI will normally arrive 24 to 48 hours after the Purchaser reports a failure, the Purchaser may at his sole option and discretion, choose to make the necessary repairs, with over-the-phone support from RTI Technical Support so as to minimize downtime. In such case, RTI will compensate the Purchaser, as appropriate, for the time necessary to make repairs if the failure is covered by warranty.

It is the responsibility of the Purchaser to operate and maintain RTI equipment according to instructions in the RTI Operation Manual for the covered product. RTI provides free technical support over toll-free telephone lines in the USA to assist the Purchaser in this regard for the life of the covered product.

The Purchaser should review the legal Warranty Disclaimer (Page 2) for more details of coverage and limitations.

Warranty of Nitrogen Membrane

RTI specifically warrants to the original Purchaser the Nitrogen Membrane in the NitroPro to be free from defects in materials and workmanship for a period of five years. To maintain this warranty, filters must be replaced annually or sooner if indicator on water filter moves into the red area. Failure to change filters as indicated will void the warranty and may destroy the Nitrogen Membrane. Proof of filter replacement according to RTI's recommendations is required; replacement filter kits provided by RTI will contain a serialized label which should be applied to the maintenance log on the unit as proof of proper filter maintenance. Purchaser is responsible for the purchase and installation of any replacement membrane, as well as return of the original membrane to RTI for evaluation. Upon inspection, if it is confirmed that the failure is due to a defect in materials or workmanship and not improper use or lack of proper maintenance, RTI will reimburse Purchaser for the price paid for the replacement membrane.

The NitroPro Purity Tester is warranted for one year only. A defective unit must be returned to RTI for repair or replacement. During the first 30 days, a new Purity Tester will be sent to the Purchaser in exchange for the return of the defective unit to RTI.

After 30 days and up to one year, a defective Purity Tester must be returned to RTI for repair or replacement with a new or refurbished unit, at RTI's sole discretion, in case of a warrantable defect.

WARRANTY DISCLAIMER FOR PRODUCTS OF RTI TECHNOLOGIES, INC.

1. MANUFACTURER'S WARRANTY

This is to certify that RTI Technologies, Inc. (RTI) warrants to the first retail Purchaser only, the described new product manufactured by it to be free from defects in materials and workmanship, when properly maintained, **under normal use and service for a period of FIVE YEARS** (See paragraph 3 below and Limited NitroPro Warranty on Page 1). All spare parts supplied by RTI will have a 90 day warranty. This warranty includes the reasonable cost of parts and materials as well as non-overtime labor. RTI shall be the sole judge of whether failure is warrantable.

2. PURCHASER'S REMEDY

Purchaser's sole and exclusive remedy under this warranty shall be limited to the repair or replacement, at RTI's option, of any defective part of the product. Purchaser shall call RTI Technical Support who will assist Purchaser in diagnosing the problem and, if deemed necessary, will immediately ship replacement parts for installation by Purchaser if so requested. If Purchaser requests factory service, repairs under this warranty shall only be made at a location designated by RTI.

3. DURATION

This warranty will expire Five years from date of delivery to the first retail purchaser.

4. PURCHASER'S DUTIES

- (a) Register product with RTI by returning completed Warranty Registration within 90 days of delivery of unit.
- (b) Transportation Expense: Transportation expenses to and from RTI are to be borne by the Purchaser.
- (c) Notice of breach: Purchaser shall give written notice to RTI of any alleged refusal or failure of the RTI to repair or replace as promised by this warranty no later than fifteen days after the Purchaser learns of such alleged failure or refusal.

5. DISCLAIMER

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

6. EXCLUSIONS

The warranty and obligations stated here shall not apply to:

- (a) Any product not registered within 90 days of delivery.
- (b) Any product repaired or altered without prior approval of RTI so as to affect adversely its stability or reliability.
- (c) Any product subjected to misuse, abuse or accident as well as products used in a manner contrary to written instructions or normal operating procedure.
- (d) Any damage to product during original shipment or subsequent shipments to RTI's facility for service.
- (e) Portions of products which are subject to warranties, if any, given by their manufacturers. RTI does not adopt these warranties.

6. EXCLUSIONS (Continued)

- (f) Parts, accessories or other items manufactured by others which are used or installed on the product as a result of Purchaser's specifications.
- (g) Used items furnished by the Purchaser for installation on the product.
- (h) Items which are not defective, but must be replaced during the warranty period as a result of fair wear and tear or scheduled maintenance.
- (i) Hoses, couplings, gaskets and O-rings carry a 90 day warranty.
- (j) Filters are considered consumables and are not covered by any warranty.

7. EXCLUSION OF LOST PROFITS AND OTHER CONSEQUENTIAL DAMAGES

RTI will have no liability for any lost profit, cargo loss, usage loss or other consequential damages alleged to have been caused by any defect in the product or any failure of RTI to meet any obligation under this agreement including the obligation to repair and replace set forth in Paragraph 2.

8. LIMITATIONS OF ACTIONS

No action for breach of this warranty shall commence more than one year after the accrual of the cause of action.

9. MERGER

This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the goods and any and all warranties and representations, except warranty extensions, if any, in writing as applicable.

10. NO ORAL MODIFICATIONS OR WAIVERS

No modification of this warranty or waiver of its terms shall be binding on either party unless approved in writing by an authorized official of each party.

11. GOVERNING LAW

This warranty and the rights and duties of the parties under this warranty shall be governed by the laws of Pennsylvania, the state of RTI's principle place of business.



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