



## Three-Year Pro-rated Membrane Element Performance Limited Warranty

### Limited Warranty

#### Covered membrane elements: OSMO PRO Series

GE Osmonics, Inc. (hereinafter “Seller”) gives a warranty on materials, workmanship and performance of its spiral-wound membrane elements listed above (hereinafter “Elements”) when used in accordance with Seller’s recommended design and operating instructions.

### Initial Performances

The Seller warrants to the original buyer that the Elements shall have initial performance as defined in the specification sheet for the Elements.

### Full Replacement Period

The Seller guarantees the Elements to be free from defects in material or workmanship that affect the performance of the Elements, for 12 months from the date of shipment from a GE Osmonics facility.

### Prorated Replacement Period

The Seller gives a 36-month prorated performance warranty for its Elements starting at the date specified in Section “Start of Warranty Period”. During the pro-rated period, the Seller guarantees that when operated within the Operation and Storage Conditions stated in this Warranty under standard test conditions (see the element specification sheet) and after an appropriate cleaning cycle, the permeate flow rate of the Elements shall be at least 70 percent of the minimum value stated on the specification sheet and the salt passage shall not exceed 2 times the maximum value stated on the specification sheet.

### Start of Pro-rated Period

The Warranty period starts at the date on the following list that occurs first:

- Operation of the Elements in a membrane system.
- 3 months from the Elements’ ship date from the Seller’s manufacturing facility to a location in North America. In this document, North America

includes Canada, United States, Mexico and the Caribbean islands.

- 6 months from the Elements ship date from the Seller’s manufacturing facility to a location outside North America.

### Storage Conditions

This Warranty is strictly subject to the following Storage Conditions and is void if they are not met.

- a) The Elements shall be stored at a temperature never exceeding the maximum operating temperature that is stated in the specification sheet of the specific element.
- b) The Elements shall not be exposed to direct sunlight for more than a few minutes that might be required when transferring the Elements from one site to another.
- c) Before first use, the Elements shall be store in their original plastic bags.

### Operating Conditions

This Warranty is strictly subject to the following Operating Conditions and is void if they are not met.

- a) The feed water to the Elements should be free of oil, grease, colloidal, particulate matter or biological growth.
- b) The feed water to the Elements should be free of ozone, permanganate, hexavalent chromium, free chlorine, hypochlorous acid, hypochlorite and other oxidizing agents harmful to the Elements.
- c) The operating conditions, (e.g. temperature, pressure, pH, Feed SDI<sub>15</sub> and Turbidity), shall not be outside the range described in the specification sheets of the Elements.
- d) The Elements shall be maintained in good, clean condition. When the normalized permeate flow rate of the Elements has declined by 10%, the Elements must be cleaned using a Seller’s accepted cleaning procedure.
- e) The membrane system design shall be consistent with sound engineering practice, and the Elements shall not at any time be exposed to water hammer or permeate backpressure. Permeate backpressure is here defined as a positive value of the permeate static pressure minus the concentrate static pressure.
- f) The operating parameters and system performance of the membrane systems where the Elements are used shall be routinely 1) recorded, 2) normalized, 3) reviewed and 4) filed in an orderly format. Operating parameters shall include, at a minimum,



feed stream temperature and pH, feed stream and permeate operating pressures, dates, durations and chemicals used of system cleaning.

- g) In the event of an Element warranty claim, the collected data in section f) above shall be made available to the Seller upon request.

Upon request, the Buyer shall allow people representing the Seller to visit and examine the equipment and operating procedures where the Elements under the warranty claim are or were used.

### **Warranty Claim Procedure**

The Buyer completes a Returned Goods Authorization (RGA) form (obtained from the Seller's Quality Assurance department) and sends it freight prepaid to the Seller's Quality Assurance department. The Seller has the option of making inspections and tests of the alleged defective Elements and the membrane system where these are or were used, or requesting Buyer to perform such inspections or tests and forward the results thereof to Seller, or requesting the Buyer to return all or some of the Elements under warranty claim to the Seller.

If during inspection of the membrane system, the Element failure is determined to be from a cause other than breach of Warranty as set forth above, Buyer shall pay to Seller a fee of US\$ 500.00 per day plus all direct expenses incurred by Seller's representatives in connection with any inspection and testing of such Elements and the membrane system.

If the Buyer is requested to return Elements to the Seller, the Buyer receives an RGA number and instructions how to ship the Elements (prepaid with the proper shipping documents, which includes the RGA number). If the Seller determines that the returned Elements perform as warranted, the Elements will be returned to the Buyer freight collect, and a charge of US\$100.00 per element will be levied against the Buyer. The Elements perform as warranted if the average performance of the returned Elements is at or better than the warranted performance.

### **Repairs and Replacement**

The Seller's obligation for discharging this warranty and Buyer's sole remedy for any breach is limited to and shall be fully discharged by the Seller, at Seller's sole discretion, GE Osmonics

repairing or replacing the defective Elements at the ex-works membrane price current at the time of replacement, less a rebate. The rebate is 100% under the Material and Workmanship warranty, and prorated on the unrealized warranty period (1/36 per month) under the Prorated Performance Warranty. The repaired or replaced elements under the prorated warranty will be shipped to the Buyer prepaid, and carry the same Three-Year Prorated Membrane Element Performance Limited Warranty as did the Elements they replaced, starting from the date specified in Section "Start of Warranty Period", where the dates refer to the dates for the repaired or replaced elements.

The Seller's total liability shall not exceed the replacement value of the Elements that do not meet the guaranteed performance.

### **DISCLAIMER AND LIMITATION ON LIABILITY**

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THESE REMEDIES ARE THE SOLE REMEDIES WITH RESPECT TO THE WARRANTY.

IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THE GOODS OR SERVICES, IRRESPECTIVE OF WHETHER THE CLAIM RISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY.

### **ASSIGNMENT**

This Warranty may not be assigned or otherwise transferred by Buyer without the prior written consent of Seller.