



LIMITED WARRANTY

WARRANTY: AquaShield, Inc., warrants its products against failure due to improper workmanship or defective materials, for a period of twelve (12) months from delivery date; provided, however, that AquaShield, Inc.'s, liability shall be limited to the least of the following: (1) the cost to repair such product; (2) the cost to replace the product; or (3) the purchase price of the product. If the product is replaced, such replacement shall be F.O.B. point of manufacture with freight allowed. In no case shall the cost of dismantling or installation be covered. In no event shall AquaShield, Inc., be liable for any other damages, including, but not limited to, consequential or incidental damages or loss of income. AquaShield, Inc., makes no warranty express or implied as to the merchantability or fitness for any particular purpose of the property sold subject to this Limited Warranty.

Except as expressed in this section, AquaShield, Inc., makes no warranties, express or implied. AquaShield, Inc.'s liability shall be limited to the warranties expressed herein, and AquaShield, Inc., shall not be liable for any direct or consequential damages, including loss of use, which customers may suffer.

This Limited Warranty shall not apply to any products which are abused or misused.

Independent Sales Agent is not and cannot represent itself as an employee of AquaShield, Inc., and shall not make any representations or warranties on behalf of AquaShield, Inc. Independent Sales Agent will not assume or create any obligation on behalf of AquaShield, Inc., other than as evidenced by this Limited Warranty.

This Limited Warranty shall be construed and interpreted in accordance with the laws of the State of Tennessee, and any claim or cause of action relating to any of AquaShield's products or installations shall be brought in a state of federal court in Hamilton County, Tennessee, and the parties agree that the exclusive venue for any such action shall be in said courts.