



INFILTRATOR SYSTEMS, INC. STANDARD LIMITED WARRANTY

(a) The Aquaworx™ Control Panel manufactured by Infiltrator, when installed and operated as part of an onsite wastewater treatment system in accordance with Infiltrator's installation instructions, is warranted to the original purchaser ("Holder") against defective materials and workmanship for three (3) years. The Limited Warranty is warranted from the date upon which a septic permit is issued for the septic system containing the Control Panel; provided, however, that if a septic permit is not required for the septic system by applicable law, the warranty period will begin upon the date that installation of the septic system commences. In order to exercise its warranty rights, Holder must notify Infiltrator in writing at its corporate headquarters in Old Saybrook, Connecticut within fifteen (15) days of the alleged defect. At Infiltrator's discretion, Infiltrator will either supply a replacement Control Panel or repair the Control Panel determined by Infiltrator to be defective and covered by this Limited Warranty. Infiltrator's liability specifically excludes the cost of removal and/or installation of the Control Panel.

(b) THE LIMITED WARRANTY AND REMEDIES IN SUBPARAGRAPH (a) ARE EXCLUSIVE. THERE ARE NO OTHER WARRANTIES WITH RESPECT TO THE CONTROL PANEL, INCLUDING NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) This Limited Warranty does not extend to incidental, consequential, special or indirect damages. Infiltrator shall not be liable for penalties or liquidated damages, including loss of production and profits, labor and materials, overhead costs, or other losses or expenses incurred by the Holder or any third party. Specifically excluded from Limited Warranty coverage are damage to the Control Panel due to ordinary wear and tear, alteration, accident, misuse, abuse or neglect of the Control Panel; conditions which are not permitted by the installation instructions; failure of the Control Panel or the septic system due to improper design, installation or operation; or any other event not caused by Infiltrator. This Limited Warranty shall be void if the Holder fails to comply with all of the terms set forth in this Limited Warranty.

Further, in no event shall Infiltrator be responsible for any loss or damage to the Holder, the Control Panel, or any third party resulting from installation or shipment, or from any product liability claims of Holder or any third party. For this Limited Warranty to apply, the Control Panel must be installed in accordance with all state and local codes; all other applicable laws; and Infiltrator's installation instructions.

(d) No representative of Infiltrator has the authority to change this Limited Warranty in any manner whatsoever, or to extend this Limited Warranty. No warranty applies to any party other than the original Holder.

The above represents the standard Limited Warranty offered by Infiltrator. A limited number of states and counties have different warranty requirements. Any purchaser of a Control Panel should contact Infiltrator's corporate headquarters in Old Saybrook, Connecticut, prior to such purchase, to obtain a copy of the applicable warranty, and should carefully read that warranty prior to the purchase of a Control Panel.