

AdvanTex[®] Treatment System

Limited Warranty For Commercial and Municipal Applications

L I M I T E D W A R R A N T Y

Commitment to Quality

Since 1981, Orenco Systems[®], Incorporated (herein-after referred to as "Orenco"), has been known as a company that researches, designs, manufactures, and sells high-quality products. We see ourselves as more than a "business." We see ourselves as a company that makes the planet a cleaner, healthier place, a company that is *Changing the Way the World Does Wastewater.*[®]

Any wastewater treatment system can be affected by improper design, installation, lack of main-tenance, or system abuse. Although our products are carefully designed and constructed, it's still important to pay strict attention to system design and installation instructions and to follow through with intelligent usage and regular maintenance.

Limited Warranty Coverage

Subject to the exclusions, limitations, and conditions contained herein, Orenco warrants that all of its component products comprising an AdvanTex[®] Treatment System (consisting of all Orenco products between the inlet of the processing or recirculating tank and the outlet of the treatment unit, including the control panel, risers, and lids) will be free from defects in materials and workmanship for a period of three (3) years from the date of installation (the "Warranty Period").

If Orenco determines that a component it supplied as part of the AdvanTex Treatment System has failed because of a defect in materials or workman-ship, Orenco will repair or replace, at its discretion, the failed component.

Obtaining Warranty Service

To make a claim under this Limited Warranty, put your claim in writing and mail or deliver it to your Orenco Commercial and Municipal Wastewater Systems Dealer or Supplier ("Orenco's Representative"), who will process your claim. If for some reason Orenco's Representative is unavailable, or if you purchased your AdvanTex Treatment System directly from Orenco, mail your claim and a copy of this certificate to the following address:

Warranty Claims Department

Orenco Systems, Inc.
814 Airway Avenue
Sutherlin, Oregon 97479

Any warranty claim must be received no later than the expiration of the Warranty Period listed above.

If requested by Orenco, potentially defective com-ponents must be returned to Orenco's Sutherlin, Oregon facility through Orenco's Representative, if applicable, transportation prepaid.



Exclusive Remedy

The exclusive remedy for any claim under this Limited Warranty shall be the obligation of Orenco to repair or replace, at its discretion, any defective components. Labor is not covered under this Limited Warranty. Defects in materials or workmanship will be determined in good faith by Orenco upon receipt and inspection of a returned component. Compon-ents shall not be deemed to be defective if the failure, malfunction, or damage was caused by, or resulted from:

- (a) the AdvanTex Treatment System not being designed properly for the application in accordance with Orenco's design criteria or not being constructed in accordance with said design;
- (b) abuse, misuse, accident, or negligence;
- (c) a lightning strike or other catastrophic event beyond the control of Orenco; or
- (d) improper or incorrectly performed installation, maintenance, repair, or modification of the AdvanTex Treatment System.

In the event Orenco determines that a returned component is defective in materials or workman-ship and covered by this Limited Warranty, Orenco will credit or reimburse you for all reasonable transportation charges incurred in returning the component, and will be responsible for all transportation charges to return the repaired or replacement component to you. Such repaired or replacement component shall continue to be warranted under the Limited Warranty of the original purchase. In the event Orenco determines that a returned component is not defective in materials or workmanship, or is not covered by this Limited Warranty, Orenco may charge you a testing fee and all reasonable transportation charges required to return the component to you.

ORENCO SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM FAILURE OF, OR ANY DEFECT IN, THE ADVANTEX TREATMENT SYSTEM, OR FOR ANY TECHNICAL ASSISTANCE OR INFORMATION THAT ORENCO MAY HAVE PROVIDED TO THE OWNER. NOR SHALL ORENCO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, PLANT DOWNTIME, FINES OR PENALTIES, OR LAWSUITS BY THIRD PARTIES AGAINST THE OWNER OR OPERATOR OF THE ADVANTEX TREATMENT SYSTEM. IN NO EVENT SHALL THE LIABILITY OF ORENCO UNDER THIS LIMITED WARRANTY EXCEED THE TOTAL INVOICED PRICE, EXCLUDING INSTALLATION AND/OR STARTUP COSTS, OF THE ADVANTEX TREATMENT SYSTEM.

Disclaimer

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY OF INFORMATIONAL CONTENT, OR THOSE ARISING FROM A COURSE OF DEALINGS, LAW, USAGE, OR TRADE PRACTICE, MAY ONLY BE CLAIMED DURING THE WARRANTY PERIOD, AND ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE EXTENT ALLOWED BY LAW THEREAFTER.

Exclusions and Limitations

This Limited Warranty shall be void if any of the following occur:

- (a) construction or installation of the AdvanTex Treatment System is not performed by an Authorized Commercial Installer in accordance with Orenco's installation instructions;
- (b) components not provided or approved by Orenco are used in the installation, main-tenance, or repair of the AdvanTex Treatment System;
- (c) settings or operation of pumps, metering devices, effluent distribution components or other parts that can affect the integrity and proper functioning of the AdvanTex Treatment System are changed without authorization from Orenco, Orenco's Representative, or an Authorized Commercial Operator;
- (d) the AdvanTex Treatment System's start-up is not overseen by Orenco or its designee; or
- (e) the AdvanTex Treatment System is not maintained continuously under contract with an Authorized Commercial Operator, or is not operated or maintained according to the Operation and Maintenance Manual provided by Orenco.