

ECO1ST TECHNOLOGY GROUP

LIMITED PRODUCT WARRANTY

Eco1st Technology Group warrants the Eco1st Inline Processor™ and all of its components to be free from defects in material and/or workmanship for a 10-year warranty period beginning on the date of delivery.

This warranty covers the Eco1st Inline Processor™ against break down or operational defect.

Should any of the Eco1st Inline Processors fail during the specified warranty period, Eco1st Technology Group will, upon prompt mail, fax or email notice and at no cost to the Customer, diagnose and repair or replace the malfunctioning component of the Eco1st Inline Processor™ or, at the discretion of Eco1st Technology Group, repair or replace the entire Eco1st Inline Processor™ component.

This warranty extends to the original purchaser and to any subsequent purchasers or owners, who use the Eco1st Inline Processor™ at the same physical location (physical address or location to which the Eco1st Inline Processor™ was shipped or at which it was installed during the warranty period.

WARRANTY LIMITATIONS

1. This Limited Warranty will become void if:
 - a. The Eco1st Inline Processor™ is not installed, operated, maintained, or repaired in accordance with Eco1st's instructions or warnings;
 - b. Any other structures, other than those sold or recommended by Eco1st, are installed on the top of the Eco1st Inline Processor™ or are otherwise attached to the unit in such a manner as to alter, modify, or stress the structure of the Eco1st Inline Processor™
 - c. The Eco1st Inline Processor™ is disassembled in any way.

2. Eco1st provides no warranty, express or implied, other than those contained herein.

3. Eco1st, its agents, dealers, distributors, sales representatives or installers assume no liability for lost time, interruption of business, lost profits, lost data, inconvenience, incidental expenses such as telephone calls, labor, or material charges incurred in connection with the removal or replacement of the Eco1st Inline Processor™.

4. Eco1st, its agents, dealers, distributors, sales representatives or installers assume no liability for any damage or loss to any items or products connected to, or otherwise attached to the Eco1st Inline Processor™, or any such items, products, animals or persons who may come in any physical contact with the Eco1st Inline Processor™.

5. Customer expressly agrees to hold harmless and indemnify Eco1st, its agents, officers, distributors, sales representatives and installers from any and all claims of property damage, personal injury or death caused by the Customer's negligence, or failure to comply with this warranty or instructions by Eco1st or its agents, distributors or installers.

6. Customer expressly agrees that defects or failures that result from abuse, mistreatment, neglect by the Customer or any other person or entity whatsoever, or warranty claims that Eco1st deems unfounded or invalid for any reason, within its reasonable discretion, shall be repaired or serviced at expense.

7. CUSTOMER EXPRESSLY AGREES THAT ANY AND ALL CLAIMS BETWEEN CUSTOMER AND ECO1ST, ITS AGENTS, DISTRIBUTORS, DEALERS, SALES REPRESENTATIVES OR INSTALLERS (HEREINAFTER "ECO1ST") THAT ARISE OUT OF OR RELATE TO IN ANY WAY THE ECO1ST INLINE PROCESSOR™ THAT CANNOT BE RESOLVED INFORMALLY BY THE RELEVANT PARTIES WILL BE SUBJECT TO BINDING ARBITRATION PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN ORANGE COUNTY, CALIFORNIA; AND THAT THE LAW APPLICABLE TO SUCH DISPUTES SHALL BE CALIFORNIA LAW, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES OF CALIFORNIA OR ANY OTHER JURISDICTION. ECO1ST AND THE CUSTOMER HEREBY WAIVE THEIR RIGHT TO DISCOVERY, JURY TRIAL AND APPEAL. ECO1ST AND THE CUSTOMER ALSO AGREE THAT ANY ARBITRATION AWARD MAY BE ENTERED AS A JUDGMENT BY ANY COURT OF COMPETENT JURISDICTION. ECO1ST AND THE CUSTOMER ALSO AGREE THAT THIS PROVISION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF ANY AGREEMENT OR OTHER RELATIONSHIP BETWEEN ECO1ST AND THE CUSTOMER.

WARRANTY PROCEDURES

In order to obtain the benefits of this Limited Warranty, the Customer must:

1. Register the Eco1st Inline Processor™ within 60 days of the purchase date by signing a Eco1st Invoice or Purchase Order confirming that the Customer has read and agrees to the terms and conditions of this Limited Warranty.
2. Notify Eco1st in writing (by mail, fax or email) as soon as possible following discovery of the defect, but no later than the expiration date of the warranty period for the component, as listed in this warranty, and obtain a Return Authorization number. Notification must include a statement describing the problem, the manner in which the Eco1st Inline Processor™ was used, the serial number of the Eco1st Processor™, the original date of purchase, delivery, and completion of installation, and the complete name, address, and telephone number of the party requesting warranty service.
3. Return the defective part(s), as determined in the Return Authorization, at the expense and risk of the Customer, within 60 days of the issuance of the Return Authorization number. The Return Authorization will become void if the part(s) have not been shipped within 60 days of its issuance. The Customer agrees that Customer is responsible for adequate packaging and insurance during shipping.
4. Returned part(s) that are replaced shall become the property of Eco1st on the date that the replacement is shipped back to the Customer.

Customer signature _____ Date _____

Contact Information for Eco1st Technology Group
Customer Service
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