

General Terms and Conditions

Scope. These terms and conditions apply to the purchase, license and use of EnviCor's SmartTank system, including the SmartTank units purchased by Purchaser as indicated on the attached Order Form (the "Equipment") and the associated eLMS Data Service. Any terms in any Purchaser purchase order or other documentation that are in addition to or inconsistent with these terms and conditions are rejected by EnviCor and will be of no effect. EnviCor acknowledges and agrees that Purchaser is purchasing Equipment for use by Purchaser's end-user customer(s) (each an "End User Customer") at such End User Customer sites and that such Equipment may be relocated from time to time by Purchaser between or among End User Customer sites with written notice to EnviCor.

1. Definitions.

- 1.1. "Aggregate Claim Limit" has the meaning set forth in Section 5.7.
- 1.2. "Equipment" means the SmartTank units and any of its components purchased by Purchaser pursuant to the attached Order Form.
- 1.3. "Covered Equipment" means Equipment that is used for commercial purposes at the Authorized Install Sites and which are not otherwise excluded from coverage or eligibility by these Terms.
- 1.4. "Covered U.S. Territory(ies)" means the contiguous 48 United States of America
- 1.5. "Data" means the usage and other data generated by the Equipment with respect to Purchaser's and/or End User Customer use of the Equipment, including oil levels, dump cycles and pickups.
- 1.6. "eLMS Data Service" means the EnviCor communication and reporting service to notify Purchaser and/or End User Customer of Equipment usage and which allows Purchaser and /or End User Customer to access reports and tracking information through an online portal.
- 1.7. "Delivery Date" means the date a SmartTank is first purchased and delivered to Purchaser or installed at the initial Authorized Site.
- 1.8. "Operational Failure" means failure of the Covered Equipment to operate due to a defect in material or workmanship and normal wear and tear that occurs through the safe and appropriate operation of the SmartTank.
- 1.9. "Replacement Equipment" means equipment of like, kind and quality with comparable features and functionality to the Covered Equipment which EnviCor may provide to Purchaser as outlined in the Basic Warranty below. Replacement equipment may include a newer or updated version of any particular component of the SmartTank Equipment.
- 1.10. "Authorized Site(s)" means the End User Customer location(s) at which the Equipment may be installed and used by Purchaser's End User Customer during the applicable Warranty Term. Each Order Form shall include the then current Authorized Sites at which the Equipment may initially be installed and used, provided that Purchaser shall have the right to relocate the Equipment to other Authorized Sites during the Warranty Term with written notice to EnviCor.
- 1.11. "Warranty Term" means, unless otherwise set forth on the Order Form, for the extended warranty protection, 24 months commencing on the date of initial purchase by Purchaser and as may be extended as set forth in Section 7.1 below.
- 1.12. "Warranty Exclusions" has the meaning set forth in Section 5.4 below.

2. Delivery. EnviCor will use its reasonable efforts to deliver the Equipment to Purchaser at Purchaser's facility or the requested Authorized Site(s) on or before the requested Delivery Date(s). Unless otherwise agreed between Purchaser and EnviCor, initial Equipment installation will be performed by EnviCor or by EnviCor's service provider(s). All risk of loss or damage will pass to Purchaser upon delivery of the Equipment to Purchaser's facility or the Authorized Site. Subject to Purchaser's rights under the Basic or Extended Warranty, all Equipment shall be deemed accepted upon delivery.

3. Equipment Use. Purchaser agrees that it will require its End User Customers to use the Equipment in accordance with its documentation and instructions as published by EnviCor and solely for the End User Customer's commercial purposes at the Authorized Sites and Purchaser will comply, and will require its End User Customers to comply, with all laws, ordinances and regulations relating to the possession, use and maintenance of the Equipment. Purchaser shall be responsible for ensuring that the End User Customer provides an appropriate location for the Equipment at each Authorized Site and for performing any standard maintenance and upkeep as required to keep the Equipment in clean and good operating condition. Purchaser understands that its End User Customers must use a dedicated circuit break to protect the electronic systems of the Equipment, and will ensure that each End User Customer is aware of such requirement. All caddies, filter machines, remote wands and direct connection fryers must be approved for use with the Equipment by EnviCor. EnviCor will have the right to enter any Authorized Site and inspect the Equipment at any time during the Warranty Term to verify Purchaser's or End User Customer's compliance with these Terms.

4. eLMS Data Service.

- 4.1. During the License Term (as shown on the Order Form), Purchaser or its End User Customer will have the non-exclusive, non-transferable right to use the eLMS Data Service as embedded in or provided by EnviCor in connection with the Equipment and in accordance with its documentation as published by EnviCor. The eLMS Data Service may only be used and accessed for Purchaser's or End User Customer's legitimate business purposes and by Purchaser's or the End User Customer's employees, contractors and third party service providers for the benefit of Purchaser or the End User Customer. Purchaser or the applicable End User Customer will be solely responsible for maintaining the confidentiality and security of any passwords or user names provided or generated by Purchaser, the End User Customer or EnviCor for Customer's use of the eLMS Service. The Purchaser or End User Customer shall have the sole responsibility for determining who may access and use the eLMS Data Service for and on behalf of Purchaser or the End User Customer and in support of the End User Customer's use of the Equipment.
- 4.2. Purchaser acknowledges and agrees that as part of the eLMS Data Service, EnviCor may send to Purchaser or the End User Customer alerts or notifications on the Equipment and the End User Customer's use of the Equipment via email or SMS/text messaging and Purchaser agrees and each End User Customer shall agree to receive such messages and that standard messaging rates may apply per the applicable carrier plan. EnviCor is not responsible for the completion,

- delivery, or timeliness of such messages to the extent any delays or failures of delivery are caused by the applicable carrier network. Purchaser and each applicable End User Customer shall be responsible for providing and updating EnviCor with accurate and complete information including mobile telephone numbers. Other than the Equipment, Purchaser and each End User Customer shall be responsible for providing and maintaining its own technology environment, including PC's, monitors, mobile devices, Internet access and telecommunications equipment and services.
- 4.3. Purchaser, or its End User Customer, shall retain ownership of the Data; provided, however, that Purchaser agrees that EnviCor shall have the perpetual nonexclusive right to use the Data for bona fide business purposes, including, without limitation, the right to: (i) provide or sell access to or reports related to such Data to third parties engaged to service the Equipment; (ii) aggregate and analyze the Data, including with data collected from other customers of EnviCor, and use the aggregated Data or analysis to create reports, white papers or market analyses (which EnviCor may provide or sell to third parties), validate EnviCor's products and services and develop new products or services, provided that in such use EnviCor will not identify Purchaser, any End User Customer or any specific Authorized Sites; or (iii) as may be required to comply with applicable law, rule or regulation or to protect EnviCor's rights in and to EnviCor's intellectual property. Upon termination of the Term, EnviCor shall not have any further obligation to collect, maintain or store the Data and may erase or remove such Data from its systems, and Purchaser and the End User Customer shall not have the right to access or use the eLMS Data Service.
 - 4.4. Purchaser acknowledges and agrees that the eLMS Data Service and its underlying software, data models and databases, including all intellectual property rights therein, is the sole and exclusive property of EnviCor. Except as expressly permitted herein, Purchaser will not, and will not authorize or permit its End User Customers to: (i) copy, modify, distribute, sublicense, transfer, display, resell, rent or create derivative works of the eLMS Data Service or any portion of the eLMS Data Service or its underlying software; or (ii) reverse engineer, decompile or disassemble the eLMS Data Service or Equipment or otherwise attempt to reconstruct or discover the source code for the software. All rights in and to the eLMS Data Service not expressly granted herein are reserved by EnviCor.
 - 4.5. EnviCor reserves the right to make corrections, modifications, enhancements and other changes to the eLMS Data Service ("Updates") and Purchaser agrees to accept all such Updates as provided by EnviCor. All Updates, including all intellectual property rights therein, will be the sole and exclusive property of EnviCor.
 - 4.6. EnviCor will use its commercially reasonable efforts to host and make the eLMS Data Service available on a 24/7/365 basis subject to scheduled and unscheduled downtime for maintenance purposes. EnviCor does not warrant that the eLMS Data Service or Equipment will operate without interruption or error-free. except as expressly set forth herein, EnviCor makes no warranties regarding the eLMS Data Service, Equipment or other services provided by EnviCor, express or implied, including but not limited to any implied warranties of merchantability, noninfringement or fitness for a particular purpose or any warranties arising as a result of usage in the trade or by course of dealing. EnviCor makes no guarantees or warranty that the equipment or eLMS service will meet Purchaser's or any End User Customer's requirements or result in any savings or additional profits or revenue. EnviCor shall not have any liability with respect to any decisions made or actions taken by Purchaser or an End User Customer based on any reports or data generated by the eLMS Data Service.

5. Basic Warranty

- 5.1. In the event that any of the Covered Equipment installed by EnviCor fails due to Operational Failure in the 90 days immediately following the Delivery Date, EnviCor will cover the full costs (parts and labor) of repairing or replacing the affected Covered Equipment. There is no assurance, representation, or guarantee that any Replacement Equipment will be identical to the item being replaced. Replacement Equipment will be new, refurbished, or remanufactured, in EnviCor's sole discretion. Replacement Equipment immediately becomes the Covered Equipment. If EnviCor provides Replacement Equipment under this warranty, EnviCor reserves the right to take possession and ownership of the defective Covered Equipment without further payment to Purchaser and may refurbish or resell such Equipment in its sole discretion. In the event that the repaired Covered Equipment or Replacement Equipment fails due to Operational Failure within ninety (90) days from the Delivery Date of such repaired Covered Equipment or Replacement Equipment, EnviCor will repair or replace it at no cost to Purchaser, and such services will not be charged against the Aggregate Claim Limit. The amount of any payment in lieu of repair or replacement will not exceed the available balance of funds under the Aggregate Claim Limit. EnviCor reserves the right to provide the warranty services itself or through third parties.
- 5.2. In the event that the Covered Equipment requires repair or replacement after the 90 days provided under the basic warranty above but before the 6-month anniversary of the Delivery Date, EnviCor will cover all parts for repair or replacement of the Covered Equipment. Purchaser will be required to pay EnviCor's then-current standard labor and service charge (as shown on the Order Form). This fee is charged if a service technician is dispatched to the Site to provide diagnostic evaluation or perform maintenance or repair. If the repair or replacement is remedied via phone support or if repair is performed by Purchaser or the End User Customer, EnviCor will waive the labor and service charge. In the event that the actual labor charges are greater than the standard labor and service charge, EnviCor will invoice Purchaser for the excess amount. If Purchaser or any End User Customer performs, or has any unauthorized third party perform, any repair or maintenance, EnviCor shall not be responsible for any damage caused by the negligence or intentional misconduct of such party in performing such services.
- 5.3. Purchaser understands and agrees that failure by Purchaser or any End User Customer to maintain and service the Equipment and otherwise meet its obligations as set forth in this Agreement may result in denial of coverage under this warranty. EnviCor reserves the right to require any personnel of Purchaser or the End User Customer performing any repair or maintenance of the Equipment to be certified or approved by EnviCor.
- 5.4. *Exclusions.* The following are excluded from coverage under this warranty ("Warranty Exclusions"):
 - (a) Pre-existing operational failures or defects occurring before the time the Equipment qualified as Covered Equipment under the applicable warranty; in the event that the warranty was not purchased at the time of initial installation at an Authorized Site.

- (b) Covered Equipment used for purposes other than the intended use for the collection of waste cooking oil.
- (c) Labor charges incurred to remove, replace or repair the Covered Equipment after the initial 90 days following the Delivery Date, unless covered under an extended warranty purchased by Customer.
- (d) Cosmetic defects on, damage to, or failures of non-operational components that do not inhibit the proper operation and performance of the Covered Equipment, such as but not limited to: appearance parts; scratches, change or enhancement in color, texture, or decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; or attachments;
- (e) Use in conjunction with filter machines, caddies, fryers or any other devices not approved by EnviCor for use with the Equipment; unauthorized modifications, alterations, repairs or repair personnel, whether such use is by the then-current End User Customer or a preceding End User Customer authorized by Purchaser ;
- (f) Failures, damage, or loss caused by Purchaser, any of the End User Customers or any third party service provider, including any damage or failure caused by any installation, deinstallation, reinstallation or transport of the Covered Equipment by Purchaser, improper storage or location of the Equipment or any physical force external to the Covered Equipment, whether accidental or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made, whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; warping; sand; smoke; storm; terrorist attack; vandalism, theft or attempted theft; or wind;
- (g) Costs associated with installation or de-installation of any Covered Equipment (unless within 90 days following the Delivery Date due to Operational Failure as set forth in Section 5.1);
- (h) Equipment that is not owned or leased by Purchaser, or Equipment that is not located at an Authorized Site;
- (i) Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the documentation for the Covered Equipment that the Purchaser or the End User Customer can perform; costs, including any service fee paid, related to any service request which results in end user education or no problem found;
- (j) Covered Equipment whose SID number has been altered or removed;
- (k) Covered Equipment while located outside the United States or Covered U.S. Territories; and
- (l) Theft or loss of the Covered Equipment.

5.5. In the event of an Operational Failure of the Covered Equipment, Purchaser or the End User Customer may file a service request by calling 1-866-942-9465 or visit www.esmarttank.com/service. Purchaser or the End User Customer must file the claim within thirty (30) days of the Operational Failure. If the Covered Equipment is under warranty, EnviCor will service the Covered Equipment in accordance with the applicable warranty. EnviCor reserves the right to charge for any service, repairs or replacement requested by Purchaser or the End User Customer that is outside the scope of the applicable warranty. If the Equipment will be serviced on-site, a manager or individual with decision making authority for the End User Customer must be present during the time of service. Purchaser shall ensure that the End User Customer provides a well-lit, safe, non-threatening environment for EnviCor's service technicians, as well as an available source of a/c power, in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the Covered Equipment is located and must be repaired at another location, the warranty will cover all shipping and handling costs to have the Covered Equipment repaired and returned and replaced. The Covered Equipment must be located at an Authorized Site at the time of service.

5.6. At EnviCor's sole discretion and as permitted by applicable law, EnviCor may require Purchaser or the End User Customer to return the defective Covered Equipment to its designated repair location as a condition to receiving Replacement Equipment. Shipping costs associated with the return of the Covered Equipment will be paid by EnviCor in accordance with the warranty.

5.7. Under Purchaser's warranty, the total cost of repairs and replacements for a unit cannot exceed the replacement value of such Equipment (the "Aggregate Claim Limit"); provided, however, that the parties agree that in the event EnviCor replaces an entire SmartTank unit due to Operational Failure affecting the entire unit under this warranty, the new unit value will not be calculated as part of the Aggregate Claim Limit. EnviCor will notify Purchaser at the time of any claim if Purchaser has reached the Aggregate Claim Limit. The retail value of any repairs shall be equal to the market retail value of parts and labor charges for repairing the Covered Equipment, as determined at EnviCor's sole discretion, provided that the retail value for any repair shall not exceed the total retail value of the Replacement Equipment. In the event that Purchaser reaches the Aggregate Claim Limit and the Covered Equipment requires additional repairs, EnviCor will provide Purchaser with repair or replacement at EnviCor's then current rates for service upon mutual written agreement. If Purchaser chooses to use a third party service provided for such repairs, EnviCor will not be responsible for any costs related to these repairs.

6. Fees; Payment. Purchaser agrees to pay all amounts as set forth on the Order Form. All monthly fees will be due and payable in advance on a monthly/quarterly/annual basis as set forth on the Order Form. Any service fees for repair or maintenance by EnviCor which is not covered by Purchaser's applicable warranty will be invoiced to Purchaser and due on a Net 30 basis. EnviCor reserves the right to assess interest at the rate of 1.5% per month on any past due amounts. Purchaser shall be responsible for the payment of all taxes, fees, charges or assessments of any kind that are imposed by any governmental or quasi-governmental authority having jurisdiction over the Equipment, including, without limitation, ad valorem taxes, sales and use taxes, and personal property taxes imposed on the Equipment, other than income or profit taxes imposed upon EnviCor (collectively, "Taxes"). EnviCor may invoice Purchaser for any and all such Taxes and Purchaser shall pay all such Taxes in accordance with this Section

7. Term; Termination.

7.1. The Warranty Term will commence on the Delivery Date and expire as set forth on the Order Form, provided that by Customer may extend the Warranty Term for subsequent one-year terms (up to an aggregate of seven (7) years, including the original Warranty Term). Upon expiration of the Warranty Term (as may be extended as set forth above), this

Agreement and Customer's rights and obligations hereunder shall continue on a month-to-month basis, subject to payment of applicable fees.

7.2. EnviCor may terminate the eLMS Data Service and this Agreement in the event of any breach by Customer, including any failure to make any payments when due, which is not cured within thirty (30) days of written notice. Customer may terminate the eLMS Data Service and this Agreement as follows: if Customer wishes to terminate the eLMS Data Service and this Agreement at any time within the first year, Customer agrees to pay to EnviCor a \$200 early cancellation fee per Equipment unit; if Customer wishes to terminate the eLMS Data Service and this Agreement at any time during the second year, Customer agrees to pay a \$100 early cancellation fee per Equipment unit.

8. **Limitation of Liability.** In the event of any error, omission or failure by EnviCor with respect to the Equipment, eLMS Data Service or the services provided hereunder, ENVICOR'S RESPONSIBILITY AND LIABILITY SHALL BE LIMITED TO THE REPLACEMENT VALUE FOR THE EQUIPMENT OR SERVICE AT ISSUE. UNDER NO CIRCUMSTANCES SHALL ENVICOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST BUSINESS OR PROFITS (EVEN IF ENVICOR IS ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE EQUIPMENT, ELMS DATA SERVICE OR ENVICOR'S PERFORMANCE HEREUNDER. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS CONTRACT, ENVICOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT AND SERVICES TO BE PROVIDED HEREUNDER BY ENVICOR, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. **Indemnity.** Purchaser shall indemnify EnviCor against all claims, actions, proceedings, costs, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from the installation/deinstallation/reinstallation, negligent repair, transport or relocation of the Equipment by or on behalf of Purchaser (other than by EnviCor) or any promises, guarantees or warranties provided by Purchase to its End User Customer other than as provided herein. .

10. **Miscellaneous.**

10.1. EnviCor will have no responsibility or liability for any delays or failures due to acts of God, fire, flood, explosion, war, strike, embargo, acts of government, military authority, or the elements, any telecommunications failures, terrorist acts or other causes outside of EnviCor's reasonable control.

10.2. Purchaser may not assign or transfer this Agreement, the Equipment or Purchaser's rights or obligations hereunder to any third party without the prior written consent of EnviCor which will not be unreasonably withheld. EnviCor may assign or transfer this Agreement or its rights or obligations hereunder and thereunder to an affiliate or a successor entity in connection with the sale of all or substantially all of the assets of EnviCor's SmartTank business without the consent of and without notice to Purchaser, any other assignment or transfer of this Agreement by EnviCor shall require the prior written consent of Purchaser, which shall not be unreasonably withheld. This Agreement shall be binding upon and accrue to the benefit of each of the parties and their successors, legal representatives and permitted assigns.

10.3. This Agreement, including the relevant exhibits and each Purchase Order, contains the entire agreement of the parties with respect to the Equipment, eLMS Data Service and other subject matter herein. This Agreement may be amended or any provision waived only by written agreement of the parties.

10.4. All notices required or permitted under this Agreement shall be in writing, delivered personally, by certified or registered mail or by overnight delivery by an established commercial delivery service at the respective addresses set forth below. Further, Purchaser specifically authorizes EnviCor to communicate with Purchaser by email and EnviCor may deliver any notice to the email address set forth below.

10.5. Upon default of Purchaser under this Agreement, Purchaser shall be fully liable for all amounts due under this Agreement and all costs, fees and expenses, including reasonable attorneys' fees and costs, paid or incurred to enforce EnviCor's rights hereunder, and obtain payment of all amounts due under this Agreement.

Extended Warranty Protection Plan

This Exhibit B sets forth EnviCor's Extended Warranty Protection Plan for the Covered Equipment and in connection with Purchaser's purchase of the Equipment pursuant to the Order Form. Any capitalized terms used but not defined in this Exhibit shall have the meaning set forth on the Order Form or Exhibit A. The terms herein are intended to be in addition to the General Terms and Conditions set forth on Exhibit A; provided however that to the extent any terms in this exhibit conflict with or are in addition to the General Terms and Conditions, the terms of this Extended Warranty Protection Plan will control.

1. **Extended Warranty Protection Term.** The term for the Extended Protection Plan will be the Warranty Term or as otherwise set forth on the Order Form.

2. **Extended Warranty Protection.**

2.1. **Basic.** In the event that Covered Equipment fails due to Operational Failure in the 90 days immediately following the Delivery Date, EnviCor will cover the full costs (parts and labor) of repairing or replacing the Covered Equipment. There is no assurance, representation, or guarantee that any Replacement Equipment will be identical to the item being replaced. Replacement Equipment will be new, refurbished, or remanufactured, in EnviCor's sole discretion. Replacement Equipment immediately becomes the Covered Equipment. If EnviCor provides Purchaser Replacement Equipment under this warranty, EnviCor reserves the right to take possession and ownership of the defective Covered Equipment without further payment to Purchaser and may refurbish or resell such Equipment in its sole discretion. In the event that the repaired Covered Equipment or Replacement Equipment fails due to Operational Failure within ninety (90) days from the Delivery Date of such repaired Covered Equipment or Replacement Equipment, EnviCor will repair or replace it at no cost to Purchaser, and such services will not be charged against the Aggregate Claim Limit. The amount of any payment in lieu of repair or replacement will not exceed the available balance of funds under the Aggregate Claim Limit. EnviCor reserves the right to provide the warranty services itself or through third parties.

2.2. **Extended.** In the event that the Covered Equipment requires repair or replacement after the 90 days provided under the basic warranty and during the Extended Warranty Protection Term, EnviCor will repair or replace the Covered Equipment and will cover the costs of all parts. Purchaser will be required to pay EnviCor's then-current standard labor and service charge. This fee is charged if a service technician is dispatched to the Site to provide diagnostic evaluation or perform maintenance or repair. If the repair or replacement is remedied via phone support or if repair is performed by Purchaser or the End User Customer or other unauthorized third party, EnviCor will waive the labor and service charge. In the event that the actual labor charges are greater than the standard labor and service charge, EnviCor will invoice Purchaser for the excess amount. If Purchaser, End User Customer or other unauthorized third party performs any repair or maintenance, EnviCor shall not be responsible for any damage caused by such party in performing such services.

2.3. **Limitations.** Purchaser understands and agrees that its failure, or the failure of its End User Customer, to maintain and service the Equipment and otherwise meet its obligations as set forth in this Agreement may result in denial of coverage under this warranty. EnviCor reserves the right to require any personnel of Purchaser or an End User Customer performing any repair or maintenance of the Equipment to be certified or approved by EnviCor.

2.4. All of the Warranty Exclusions shall apply to this Extended Warranty Protection Plan.

2.5. **Service Requests.** In the event of an Operational Failure of the Covered Equipment, Purchaser or the End User Customer may file a service request by calling 1-866-942-9465 or visit www.esmarttank.com/service. Purchaser or the End User Customer must file the claim within thirty (30) days of the Operational Failure. If the Covered Equipment is under warranty, EnviCor will service the Covered Equipment in accordance with the applicable warranty. EnviCor reserves the right to charge for any service, repairs or replacement requested by Customer that is outside the scope of Customer's warranty. If the Equipment will be serviced on-site, a manager or individual with decision making authority for the End User Customer must be present during the time of service. Purchaser shall ensure that the End User Customer provides a well-lit, safe, non-threatening environment for EnviCor's service technicians, as well as an available source of a/c power, in order to receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the Covered Equipment is located and must be repaired at another location, Customer's warranty will cover all shipping and handling costs to have the Covered Equipment repaired and returned and replaced. The Covered Equipment must be located at an Authorized Site at the time of service.

2.6. **Return of Defective Equipment.** At EnviCor's sole discretion and as permitted by applicable law, EnviCor may require Purchaser or the End User Customer to return the defective Covered Equipment to its designated repair location as a condition to receiving Replacement Equipment. Shipping costs associated with the return of the Covered Equipment will be paid by EnviCor in accordance with the applicable warranty.

2.7. **Aggregate Claim Limit.** Under this warranty, the total cost of repairs and replacements cannot exceed the Aggregate Claim Limit. EnviCor will notify Purchaser at the time of any claim if Purchaser has reached the Aggregate Claim Limit; provided, however, that the parties agree that in the event EnviCor replaces an entire SmartTank unit due to Operational Failure affecting the entire unit under this warranty, the new unit value will not be calculated as part of the Aggregate Claim Limit. The retail value of any repairs shall be equal to the market retail value of parts and labor charges for repairing the Covered Equipment, as determined at EnviCor's sole discretion, provided that the retail value for any repair shall not exceed the total retail value of the Replacement Equipment. In the event that Purchaser reaches the Aggregate Claim Limit and the Covered Equipment requires additional repairs, EnviCor will provide Purchaser with repair or replacement at EnviCor's then

current rates for service upon mutual written agreement. If Purchaser chooses to use a third party service provided for such repairs, EnviCor will not be responsible for any costs related to these repairs.