

## HOME BIOGAS HBG 4 LIMITED PRODUCT WARRANTY

**This warranty is provided by HomeBiogas LTD. in connection with the purchase of the HomeBiogas HBG 4 Household System (the "System").**

1. Warranty Description. HomeBiogas warrants to the Customer that for 24 months after the delivery of the product to the customer, the company shall provide, free of charge, a replacement for any part that is faulty or has failed.

1.1 Subject to assembly and use per the Company's Manuals and under normal use and service, the System shall be in compliance in all material respects with the specifications thereof at the time of delivery to Customer and for a warranty period of twenty four (24) months from the date of delivery to Customer (the "Warranty Period") shall be free from defects in workmanship and materials.

1.2 During the Warranty Period, HomeBiogas shall repair or replace at its option and expense any part which fails to comply with the Warranty specified above in Sections 1.1 Shipment of the replacement parts to Customer's original destination shall be at the expense of the Customer. Notwithstanding the above, the final determination whether a part is defective shall be made by HomeBiogas.

2. Limitation on Warranties. Warranties and Customer's remedies hereunder are solely for the benefit of Customer and shall not be extended to any person whatsoever. Customer shall be solely responsible for the selection, use, efficiency and suitability of the System. This warranty shall not apply to any System or related items if HomeBiogas' testing and examination describes that the alleged defect or non-conformity does not exist or, that:

- (i) have been used with accessories and appliances not compatible with biogas;
- (ii) have been damaged by improper installation, operation, maintenance, misuse, accident, neglect, fire, lightning, or other peril, failure to continually provide a suitable operating environment, or from any other cause beyond HomeBiogas' reasonable control, including Force Majeure events (as described in the General Conditions);
- (iii) have been used in a manner not in accordance with the instructions supplied by HomeBiogas and/or the General Conditions;
- (iv) have been subject to the opening of any sealed components without HomeBiogas' prior written approval;
- (v) have had changes made by Customer or Customer's representatives to the physical, mechanical or interconnection components of the System supplied by HomeBiogas without written authorization of HomeBiogas to do so; or
- (vi) have been repaired or otherwise altered by anyone not under the control of, or not having the written authorization of HomeBiogas to do such repair or alteration; or
- (vii) have been repositioned from its original location of set-up, or otherwise relocated; and
- (viii) does not apply to any cosmetic damage such as scratches or dents; and
- (ix) does not apply to any consumables or perishables.

3. Warranty and Post-Warranty Services. All warranty and post warranty services to the Systems shall be performed only by HomeBiogas, or by any entity appointed by HomeBiogas. This Warranty does not cover any installation, training or service charges.

4. THE WARRANTIES PROVIDED IN THIS WARRANTY DOCUMENT CONSTITUTE HOME BIOGAS' SOLE AND EXCLUSIVE LIABILITY FOR DEFECTIVE OR NONCONFORMING SYSTEM AND SERVICES AND SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NONCONFORMING SYSTEM AND SERVICES. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF HOME BIOGAS FOR DAMAGES.

5. For service, contact HomeBiogas or the HomeBiogas certified reseller of the Systems specifying the model number and the serial number indicated on the nameplate that is affixed to the System's frame.