

Warranty Agreement

Project Number and Description:

Warranted Services:

Customer:

Significant Completion Date:

Affinity Energy warrants the installation, configuration, programming and commissioning services related to instrumentation, controls and SCADA system for three (3) years after the significant completion date listed above. All hardware and software supplied by Affinity Energy will carry the original OEM warranty supplied from the manufacturer included with this document. The warranty will transfer "as-is" to the customer. Affinity Energy will help manage any problems reported with the product for the length of the product warranty or the length of the Affinity Energy service warranty, whichever expires first.

For the purposes of this Warranty Agreement the above project shall be deemed Significantly Completed upon commissioning services, see above date, with only minor punch list items remaining to be completed. This Warranty Agreement will not be binding until Affinity Energy has received payment in full inclusive of all change orders. Affinity Energy makes no warranties as to items or components furnished or warranted by others, or as to any service/component which is furnished by Affinity Energy and is altered, damaged or misused by others. Affinity Energy further makes no warranties as to items or components damaged by storm, flooding, lightening, hurricane, tornado, earthquake, fire, instability of the sub-surface or foundation, chemical or biological effects or other casualties. This Warranty Agreement is applicable only to damage to or failure caused by normal atmospheric exposure. Deterioration caused by excessive exposure to standing water, whether salt or fresh, or any exposure to corrosive chemicals, ash or fumes, or any other foreign chemical substances is specifically excluded from this Warranty Agreement.

This Warranty Agreement does not cover any hardware/services not provided by Affinity Energy. This Warranty Agreement does not cover any hardware under OEM warranty provided with this document.

In the event of a claim against Affinity Energy which is based on this Warranty Agreement, the Owner/Customer agrees to promptly notify Affinity Energy in writing regarding the alleged breach of this Warranty Agreement. The Owner/Customer specifically waives any and all warranty claims in the event that Affinity Energy does not receive written notification of a warranty claim within thirty (30) days of the occurrence generating the warranty claim. If the warranty claim is covered in this Warranty Agreement, the Owner/Customer's sole remedy under this Warranty Agreement is the repair or replacement of goods related to the services provided by Affinity Energy.

The foregoing limited express warranty is in lieu of all other warranties and, except as provided above, Affinity Energy makes no representation, guaranty or warranty, express or implied, with respect to the services and hardware it is supplying pursuant to this Warranty Agreement. Except as otherwise provided above, Affinity Energy hereby disclaims all representations, guaranties and warranties of merchantability, fitness for a particular purpose or habitability. There is no warranty express or implied other than that warranty specifically and expressly provided above.

Affinity Energy reserves the right to inspect the hardware alleged to have breached this Warranty Agreement. The Owner/Customer agrees to hold and protect the hardware alleged to have breached this Warranty Agreement until the Owner/Customer is instructed to do otherwise by Affinity Energy. While the hardware is in the Owner/Customer's possession, the Owner/Customer shall not alter the hardware. The Owner/Customer agrees to hold or protect the hardware complained of and provide Affinity Energy the unencumbered right and opportunity to timely inspect fully the hardware alleged by the Owner/Customer to have breached this Warranty Agreement.



Affinity Energy will attempt to resolve warranty issues remotely. In the event Affinity Energy personnel are required on-site, Owner/Customer agrees to issue a T&M Purchase Order prior to technician dispatch to be billed at Affinity Energy's standard rates for 1) no trouble found by Affinity Energy personnel at site (we strongly encourage Owner/Customer to have a representative meet the Affinity Energy personnel on-site); 2) Affinity Energy personnel are denied entry/access to equipment; or 3) the cause of the problem was not due to Affinity Energy provided equipment or services.

The Owner/Customer expressly waives all rights it may have against Affinity Energy, its officers, employees or agents for damages caused or alleged to be caused by Affinity Energy of the hardware/services provided to the extent it is covered by any insurance applicable to the damages asserted.

Affinity Energy's obligations are strictly limited to the obligations expressly set forth in this Warranty Agreement. Affinity Energy neither assumes nor authorizes any person to assume on its behalf any other obligation not set forth in this Warranty Agreement.

The Owner/Customer agrees that Affinity Energy is only willing to provide this Warranty Agreement on certain terms and conditions, one of which is that Affinity Energy shall have no liability to the Owner/Customer for indirect, incidental, consequential, exemplary, punitive or special damages arising directly or indirectly from the product or its installation, including but not limited to, loss of use, revenue or profit. As such, the Owner/Customer agrees that, in the event of a default or other acts or omissions by Affinity Energy alleged to have caused damages, the Owner/Customer shall be entitled to recover from Affinity Energy only those actual damages to the hardware/services, and that, in all cases, the Owner/Customer's damages recoverable from Affinity Energy, whether based on tort, breach of contract, or any other cause of action, shall be limited to a maximum amount equal to the amount paid by the Owner/Customer to Affinity Energy for the hardware/services provided. Under no circumstances whatsoever will Affinity Energy's liability to the Owner/Customer for damages, whether based on tort, breach of contract or any other cause of action, exceed the amount paid by the Owner/Customer to Affinity Energy for the hardware/services provided.

The above provided Warranty Agreement extends only to claims of the Owner/Customer. Third parties shall have no rights or benefits under this Warranty Agreement unless transferred by the initials Owner/Customer to a subsequent purchaser and with prior written notification provided to and approval received from Affinity Energy. The Owner/Customer shall defend, indemnify and hold forever harmless Affinity Energy and its officers, agents and employees from and against all claims by third parties, including reasonable attorneys' fees, for damages, injuries or losses sustain by third parties as a result of the Owner/Customer's use or misuse of the hardware/services provided. The Owner/Customer shall retain responsibility for system alterations, damage, or misuse by a third party that affect hardware/software installed, configured, programmed, and/or commissioned by Affinity Energy. Only the Owner/Customer has the right to a warranty claim under this agreement. In the event Affinity Energy is notified of a potential claim that is not determined to fall under this warranty, the Owner/Customer initiating the warranty investigation is responsible for Affinity Energy time and expenses as a service call.

Owner/Customer

Affinity Energy

Job Title

Job Title

Date

Date