



LIMITED WARRANTY CERTIFICATE

Warranty Provider: **ZONO Sanitech, LLC**

147 Technology Parkway Ste. 100, Peachtree Corners, GA 30092

Phone: 770-212-9201; Email: service@zonosanitech.com

Warranty Period (Starts on Delivery Date): Three (3) Years

YOU (THE "END USER") HAVE PURCHASED THIS MANUFACTURER'S LIMITED WARRANTY ("WARRANTY") IN CONNECTION WITH THE PURCHASE OR RENTAL OF YOUR ZONO™ OZONE DISINFECTING & SANITIZING CABINET ("ZONO™") AND ACCESSORIES. THE ZONO™ CABINET IS A FEDERALLY REGULATED PEST-CONTROL PRODUCT THAT UTILIZES A COMBINATION OF PROCESS CONTROL, OZONE CONCENTRATION, HUMIDITY, AND TIME TO ACHIEVE CONSISTENT AND U.S. LABORATORY CONFIRMED DISINFECTION AND SANITIZATION LEVELS.

THIS LIMITED WARRANTY CERTIFICATE PROVIDES A BINDING AGREEMENT IN LIEU OF ALL OTHER WARRANTIES AND SETS FORTH THE EXCLUSIVE WARRANTY AND SERVICE OBLIGATIONS APPLICABLE TO YOUR PURCHASE OR RENTAL OF THE ZONO™ CABINET IN (A) THE UNITED STATES INCLUDING THE DISTRICT OF COLUMBIA AND U.S. TERRITORIES, OR (B) WORLDWIDE (EXCLUDING THE UNITED STATES, WASHINGTON D.C. AND U.S. TERRITORIES). TO THE FULLEST EXTENT PERMITTED BY LAW, WARRANTY PROVIDER, FOR ITSELF AND ITS MEMBERS, MANAGERS, AGENTS, ATTORNEYS, DISTRIBUTORS, AFFILIATES, AND ASSIGNS (COLLECTIVELY, "ZONO PARTIES"), EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INFORMED OF SUCH PURPOSE AND REQUIRES ARBITRATION OF ANY DISPUTES. AS AN EXPRESS CONDITION OF THIS WARRANTY, END USER WAIVES ANY RIGHT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION ("CLASS ACTION") TO ASSERT ANY CLAIM AGAINST ZONO PARTIES EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT END USER IS PERMITTED BY SUCH COURT TO PROCEED WITH A CLASS ACTION AGAINST A ZONO PARTY OR PARTIES, (I) END USER SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS AGREES THAT IT WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS ACTION.

WARRANTY OF PERFORMANCE. During the Warranty Period, Warranty Provider warrants that, when used as directed in the User Manual, the ZONO™ Cabinet will kill (A) 99.9% of Common Viruses (disinfecting level) on non-porous surfaces where "Common Viruses" means Norovirus, Influenza-A, and Respiratory Syncytial Virus, and (B) 99.9% of Common Bacteria (sanitizing level) on non-porous, semi-porous and porous surfaces where "Common Bacteria" means Staphylococcus aureus, Methicillin-Resistant Staphylococcus aureus, Escherichia Coli, Streptococcus Pyogenes, Shigella dysenteriae, Salmonella Enteritidis, and Pseudomonas Aeruginosa. The optional Heating Unit (sold separately) kills lice, bed bugs, and their eggs. Subject to the warranties set forth herein, End User is solely responsible for the use of and the results from ZONO™ Cabinet.

The ZONO™ Cabinet is designed to be used as part of a comprehensive infection prevention and control program. No claim is made with respect to the overall results or efficacy of the ZONO™ Cabinet in connection with any specific infection prevention and control program, the success of which will depend on multiple factors beyond the control of the Warranty Provider. A comprehensive user manual ("User Manual") is included with your ZONO™ Cabinet purchase or rental. If you do not have a copy of the User Manual, contact the Warranty Provider for a replacement.

THE ZONO™ CABINET MUST ONLY BE OPERATED AS DIRECTED IN THE USER MANUAL. FAILURE TO FOLLOW INSTRUCTIONS IN THE USER MANUAL MAY COMPROMISE THE SAFETY OF THE USER AND OTHERS AND WILL VOID THE OBLIGATIONS OF MANUFACTURER AND WARRANTY PROVIDER UNDER THIS WARRANTY.

US WARRANTY SERVICE (for ZONO™ Cabinets located in the contiguous United States, Washington D.C., HI, AK, and U.S. territories only): The ZONO™ Cabinet as purchased or rented shall be free of defects in material and workmanship for the Warranty Period. Warranty Provider shall diagnose covered issues, if any, reported by End User and, in Warranty Provider's sole discretion, repair or replace the ZONO™ Cabinet as it shall deem necessary at Warranty Provider's sole expense, including parts, labor, and shipping. Warranty Provider may repair or replace the ZONO™ Cabinet at End User's location or require that End User return items or components to a repair center designated by Warranty Provider at Warranty Provider's cost. Following the Warranty Period, End User may obtain additional service on a fee-for-service basis at Warranty Provider's customary rates.

WORLDWIDE WARRANTY SERVICE (for ZONO™ Cabinets located Worldwide, where "Worldwide" means OUTSIDE of the contiguous United States, Washington D.C., AK, HI, and U.S. territories): The ZONO™ Cabinet as purchased or rented shall be free of defects in material and workmanship for the Warranty Period. Warranty Provider shall assist End User's ZONO™ Distributor ("Distributor") or Distributor's designated technician, via email, in English, with diagnosis of covered issues, if any, reported to Warranty Provider. Warranty Provider will provide and ship replacement parts under the terms of the applicable Distributor agreement, directly to Distributor's designated technician. Following the Warranty Period, Distributor may obtain additional service on behalf of End User on a fee-for-service basis at Warranty Provider's customary rates. For Worldwide sales, Warranty Provider's obligations hereunder are solely to Distributor. In such sales, Warranty Provider supports Distributor in its provision to its customers of the warranty services set forth herein. Warranty Provider provides no direct End User support Worldwide other than to Distributor.

END USER OBLIGATIONS. During Warranty Period, End User shall promptly report to Warranty Provider (US machines only) or Distributor (Worldwide machines only) any apparent ZONO™ Cabinet malfunction or any service alert indicated on the ZONO™ Cabinet's display screen. Warranty Provider will diagnose performance issues in the English language and determine any need for service, repair, or replacement of covered items. If Warranty Provider ships a replacement part to End User or provides End User with a "loaner" part or ZONO™ Cabinet to be used while End User's covered part or ZONO™ Cabinet is repaired, End User shall pay Warranty Provider's full retail price, plus shipping, upon invoice, for any such part or ZONO™ Cabinet if End User fails or refuses to return the damaged or loaner part or ZONO™ Cabinet, as applicable, promptly upon Warranty Provider's request and at Warranty Provider's expense. If End User moves the ZONO™ Cabinet to a new address, the move must be reported to Warranty Provider via email to service@zonosanitech.com.

WARRANTY LIMITATIONS. This Warranty is personal to and benefits only the End User and is expressly limited to defects in materials and workmanship during the applicable Warranty Period. The Warranty Period shall terminate, and all remaining warranties and service obligations shall be void, without refund, if Warranty Provider determines, in its sole discretion, that (i) any damage to ZONO™ Cabinet is the result of abuse, accident, modification, misuse, neglect, failure to perform standard recommended maintenance, vandalism, theft, fire, water, or casualty; (ii) repair has been attempted without Warranty Provider's written permission (including opening machine for inspection) by any person other than Warranty Provider or its authorized technician; or (iii) the ZONO™ Cabinet is no longer the property of the End User listed in our customer database. Scratches in sheet metal, glass or polycarbonate doors, or other cosmetic damage, including surface corrosion (e.g., from detergents, cleaners, lubricants, or other chemicals) are not covered. Warranty Provider is not responsible for End User's loss of use or income under any circumstances during such time as the ZONO™ Cabinet is nonfunctioning, under repair, or awaiting replacement. The sole remedy of End User (or Distributor as applicable) against Warranty Provider for any covered claim shall be the ZONO™ Cabinet's repair or replacement, in Warranty Provider's sole discretion. Warranty Provider is not responsible for any damages, claims or losses, including, without limitation, consequential damages, exemplary damages, attorney's fees or defense costs, arising out of, in connection with, or related to End User's operation, maintenance and use of the ZONO™ Cabinet, including, without limitation: (A) any sickness, injury or death resulting from use of the ZONO™ Cabinet in a manner for which it was not designed or intended or in any manner contrary to the User Manual or any direction or instruction by manufacturer, distributor, service technician, or Warranty Provider; (B) any sickness, injury or death resulting from End User's failure to report malfunctions or to properly secure or maintain the ZONO™ Cabinet; (C) any sickness, injury or death resulting from improper use of the ZONO™ Cabinet or any use of the ZONO™ Cabinet by any person not trained by End User in the use of the ZONO™ Cabinet as required in the User Manual; (D) any modification of the ZONO™ Cabinet performed without Warranty Provider's written authorization; (E) any third party claim against End User or its employees or agents, or in connection with any ZONO™ Cabinet under End User's jurisdiction or control.

ARBITRATION. Any controversy or claim in connection with this Agreement shall be settled by arbitration administered by a single arbitrator, in Fulton County, Georgia, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on any award rendered by the arbitrator entered in any court of competent jurisdiction. The foregoing shall not preclude an application for injunctive relief hereunder for which purpose each party (i) consents to the personal jurisdiction of any state or federal court serving Fulton County, Georgia (and any corresponding appellate court); and (ii) waives any venue or inconvenient forum defense to any proceeding maintained in such courts. Notwithstanding the foregoing, no agreement to arbitrate disputes hereunder shall apply to claims for unpaid sums with respect to the purchase or service of ZONO™ Cabinet or related products.