

## Hydraid® BioSand Filter - Limited Warranty and Remedies

**Hydraid® BioSand Filter.** Triple Quest (the “Seller”) hereby warrants that, for a period of one (1) year from the shipment date, the Hydraid® BioSand Filter (the “Filter”) shall be free from manufacturing defects. This warranty shall be voided by any repair, alteration, or modification to any Filter by any person other than an employee or designated representative of the Seller, and by any abuse, misuse, or neglect of the Filter, including without limitation, outdoor use or outdoor storage. THE WARRANTY PROVIDED ABOVE IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE FILTER OR ANY OTHER MATTER. SELLER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Upon a breach of the limited warranty specifically set forth above (to the extent not voided by the terms of the second sentence above), so long as customer notifies Seller in writing of the breach within one (1) year of the shipment date of the Filter, Seller will at its option (a) repair or replace the Filter, or (b) refund to the customer the price paid by customer for such Filter. Remedies for any failure of any Filter to meet the warranty specified above shall be limited to such repair or replacement or refund, and no others. If customer fails to provide Seller with notice of the breach within the one (1) year period, customer shall not be entitled to any remedy for the breach. WITHOUT LIMITATION TO THE FOREGOING, SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY.

Notice: The Hydraid® BioSand Filter is not approved by the US Environmental Protection Agency for drinking water.

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