Manufacturer's Warranty Policy

IMPORTANT: BY ACCEPTING DELIVERY OF YOUR INDUSTRIAL PLANKTON PRODUCT AND ACCESSORIES, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE *INDUSTRIAL PLANKTON 1 YEAR LIMITED WARRANTY* ("WARRANTY") AS SET OUT BELOW. DO NOT UNPACK YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT UNPACK THE PRODUCT AND CONTACT INDUSTRIAL PLANKTON.

WARRANTY LIMITATIONS SUBJECT TO LAW

THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. INDUSTRIAL PLANKTON DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES FOR ANY KIND OF DAMAGE CAUSED, DIRECTLY OR INDIRECTLY, BY INDUSTRIAL PLANKTON PRODUCTS, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IN SO FAR AS SUCH WARRANTIES MIGHT NOT BE DISCLAIMED DUE TO LOCAL REGULATIONS, INDUSTRIAL PLANKTON LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT INDUSTRIAL PLANKTON'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW.

WHAT IS COVERED BY THIS WARRANTY?

Industrial Plankton Inc. (IP), of 3374 Burns Ave, Victoria, BC V8Z 3P2 Canada warrants the equipment and its accessories contained in the original packaging ("IP Product") against defects in materials and workmanship when used normally in accordance with Industrial Plankton's published guidelines, for a period of ONE (1) YEAR from the date of delivery to the original purchaser ("Warranty Period"). The warranty policy may be extended through the purchase of after-sales warranty extensions. Though the equipment is designed to last longer than 5 years, its expected lifetime is only 5 years and so warranty extensions are limited to renewal for up to a total of 5 years from delivery to original purchaser. Industrial Plankton's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

WHAT IS NOT COVERED BY THIS WARRANTY?

Industrial Plankton does not guarantee the algae produced on its equipment will meet any level of quality, biomass, volume or cell density, or that the equipment operation will be uninterrupted or error-free. This Warranty does not apply: (a) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, bends, dents and broken connectors or ports unless failure has occurred due to a defect in materials or workmanship; (c) to damage caused by use with any third party component or product; (d) to damage caused by accident, abuse, misuse, fire, liquid contact, flood, earthquake or other external cause; (e) to damage caused during the unpacking, installation, operation or maintenance of the IP Product, even if such activities are performed by Industrial Plankton's agents; (f) to damage caused by service or support (including upgrades and expansions) performed by anyone, even if an agent of Industrial Plankton; (g) to an IP Product that has been modified to alter functionality or capability without the written permission of Industrial Plankton; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the IP Product; (i) if any serial number has been removed or defaced from the IP Product; (j) if Industrial Plankton is notified, or receives information from relevant public authorities that the IP Product has been stolen; or (k) if the IP Product is in any way sold, leased, gifted, placed as collateral (no liens) or transferred in any way, except when the transferee is a wholly owned subsidiary of the original purchaser, unless given written consent by Industrial Plankton.

YOUR RESPONSIBILITIES

Before receiving warranty service, Industrial Plankton or its agents may require that you: a) furnish proof of purchase details to fully identify the warranty claimant as the original owner and to uniquely identify the IP product or accessories for which warranty service is sought; b) respond to questions designed to assist with diagnosing the issues, including providing all relevant information about the potential malfunction in the form of photos or sketches, as well as verbal and written descriptions; and c) follow Industrial Plankton's procedures for obtaining warranty service.

WHAT WILL INDUSTRIAL PLANKTON DO IN THE EVENT YOU SUBMIT A WARRANTY CLAIM?

If during the Warranty Period you submit a claim to Industrial Plankton in accordance with this warranty, Industrial Plankton will, at its option:

1. Repair the IP Product, accessory, or part using suitable replacement parts that are new or equivalent to new in performance and reliability.
2. Replace the IP Product, accessory, or part with a suitable replacement equivalent to new in performance and reliability.

A replacement part, including a user-installable part that has been user-installed in accordance with instructions provided by Industrial Plankton, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When an IP product, accessory or part is replaced, any replacement item becomes your property and the replaced item becomes Industrial Plankton's property.

HOW TO OBTAIN WARRANTY SERVICE?

Please contact Industrial Plankton or its authorized agent before seeking warranty service. An Industrial Plankton representative will help determine whether your IP Product

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requires service and if it does, will inform you how Industrial Plankton will provide it and will assign you a unique warranty claim number for future follow up.

WARRANTY SERVICE OPTIONS

Industrial Plankton will provide warranty service through one of the following two options:

(i) Do-it-yourself (DIY) parts service. DIY parts service allows you to expediently service your own IP equipment by following IP's instructions to remove any defective components and replace them with new ones. Once a DIY warranty claim is approved by Industrial Plankton, the required warranty-covered replacement components will be supplied to you free of charge (not including custom fees and import taxes or duties) by IP or its agents, who will also provide remote technical assistance. Once the warranty repair has been carried on successfully, IP or its agents will advise you on whether to dispose or return to IP (at IP's cost) the defective components, which will always remain the property of IP. Industrial Plankton is not responsible for any labor costs or any incidental damages that result from you executing a DIY parts service warranty repair.

(ii) On-site warranty service. On-site warranty service implies an Industrial Plankton technician is required to properly service your IP Product on site. If, once a warranty claim is generated, Industrial Plankton or its agents determine that the best way to fulfill it is to have an IP technician execute it on site, a mutually agreeable appointment will be set up. Before such a visit, Industrial Plankton or its agents will ship to the IP unit's location, at their own cost and with no charge to you (not including custom fees and import taxes or duties), the replacement parts needed to perform the warranty repair. While executing on-site the warranty-covered repair, all expenses incurred by the visiting technician will be covered by Industrial Plankton or its agents, while you provide, at your own cost, any reasonable support, tools, consumables and manpower needed to assist IP on fulfilling the warranty claim. Industrial Plankton is not responsible for any labor costs you incur relating to on-site warranty service.

Industrial Plankton reserves the right to change the method by which Industrial Plankton may provide warranty service to you, and your IP Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. If you seek service in a country outside Canada you will comply with all applicable import and export laws and regulations and be responsible for all customs duties, V.A.T. and other associated taxes and charges.

LIMITATION OF LIABILITY

This Warranty does not apply to any non-Industrial Plankton branded hardware products or any software, even if packaged or sold with Industrial Plankton hardware. Manufacturers, suppliers, or publishers, other than Industrial Plankton, may provide their own warranties to you – please contact them for further information. Software distributed by Industrial Plankton with or without the Industrial Plankton brand (including, but not limited to system software) is not covered by this Warranty. Industrial Plankton does not warrant that the operation of the Industrial Plankton Product will be uninterrupted or error-free. Industrial Plankton is not responsible for damage arising from failure to follow instructions relating to the Industrial Plankton Product's use. Under no circumstances shall any warranty claim or combinations of warranty claims associated with an Industrial Plankton product exceed the original purchase price of the product.

Our liability under this warranty is limited to the repair or replacement of the defective product and in no event shall Industrial Plankton be liable for any consequential or indirect damages to goods, property, equipment, persons or personnel. Nor shall we be liable for damages to equipment or personal injury caused by misuse, overload, accidental damage, alteration, improper installation of the products. UNDER NO CIRCUMSTANCES WILL INDUSTRIAL PLANKTON BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES DUE TO THE FAILURE OF OUR PRODUCT TO PERFORM PROPERLY.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDUSTRIAL PLANKTON AND ITS AGENTS ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF LIVESTOCK; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

GENERAL

No Industrial Plankton reseller, distributor, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of British Columbia Canada. Industrial Plankton or its successor in title is the warrantor under this Warranty