

X-STREAM WASH SYSTEMS, INC. LIMITED WARRANTY

X-Stream Wash Systems Inc. ("X-Stream") warrants to the original Purchaser or the first transferee of the Purchaser, that the materials and equipment furnished under the Factory Direct Commercial Invoice Sales/Purchase Contract will be free of manufacturing defects for a period of one (1) year from the date of installation, as defined below. Notwithstanding the foregoing, all structural framing and track rails are warranted to be free of manufacturing defects for a period of five (5) years from the date of installation, as defined below. No Labor Warranty of any kind is provided to Purchaser from X-Stream unless otherwise agreed to in writing. Phone and/ or email technical support is provided for 6 months from the date of installation as described below. If at anytime during this warranty period, any funds are owed to X-Stream from Purchaser exceeding 30 days, in X-Stream's sole discretion, X-Stream may elect to suspend or terminate this warranty with written notice to Purchaser.

If any part is found to be defective and covered by this limited warranty, then X-Stream's sole obligation shall be to, in X-Stream's sole discretion, replace the part with the same or a substantially similar part or repair/remanufacture that part.

For purposes of this Limited Warranty, the term *the date of installation* shall mean, and shall commence on, the date when X-Stream substantially completes installation or on the date the Purchaser takes possession of the system or, on the thirtieth (30th) day after the date the components are received by Purchaser, whichever is first.

X-Stream's limited warranty excludes a remedy for damage or defect caused by the Purchaser, abuse, alterations to the car wash system not executed by X-Stream or its authorized agents, improper or insufficient maintenance, improper operation, causes not associated with the normal operation of the system, failure to abide by the operating instructions for the system, accidents, fire, floods, windstorms, dust and debris, freezing, extreme temperatures (above 100°F), acts of God, vandalism, theft, corrosion, installation of unauthorized parts, unauthorized modifications to the system or normal wear and tear from normal usage. X-Stream's Limited Warranty shall be void if the equipment is moved from its original place of installation, disassembled or modified.

Nothing herein shall be construed to require X-Stream to give its warranty on materials, components and/or equipment manufactured by others. Purchaser agrees to accept all third-party manufacturers' warranties, if any, in lieu of any other express limited warranty including but not limited to this limited warranty.

Warranty claims by the Purchaser shall be made to X-Stream and actually received by X-Stream at its regular place of business. The warranty claim shall be made within the warranty period, time being of the essence, and shall be deemed waived if not timely made. Upon receipt of a warranty claim, X-Stream shall have a reasonable time to replace or repair the defective part. The Purchasers shall not be entitled to make any claims against X-Stream for breach of warranty or breach of contract and/or recover any damages if Purchaser has not strictly complied with this notice and the opportunity-to-cure provision set forth in this section.

All disputes concerning this Limited Warranty shall be resolved exclusively through binding arbitration conducted under the provisions of the Federal Arbitration Act or the Virginia Uniform Arbitration Act. If the Purchaser seeks to enforce this warranty and X-Stream substantially prevails in any such action, then Purchaser shall pay X-Stream's attorney fees and costs related to that action.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER AGREEMENTS, PROMISES, WARRANTIES, EXPRESSED OR IMPLIED, ALL OTHER CLAIMS UNDER THE CONTRACT AND ALL WARRANTIES IMPLIED UNDER LAW, TO THE MAXIMUM EXTENT PERMITTED BY LAW, X-STREAM DISCLAIMS ANY AND ALL OTHER IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.