3 Year Residential Warranty

1. Coverage and Term. Metropolitan Industries, Inc. ("**Metropolitan**") warrants to the original purchaser (the "Buyer") of each Ion® product (the "product"), that any part thereof which proves to be defective in material or workmanship within three (3) years from date of manufacture, will be replaced at no charge with a new or remanufactured part, F.O.B. factory. Buyer shall be responsible for all freight charges and all costs of field labor or other charges incurred in the removal and/or reinstallation of any product, part or component thereof.

2. Exclusions. **THE WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND EXCLUSIONS:**

(a) The Warranty excludes products or workmanship which becomes defective as a result of: (i) earthquake, fire, storms, the elements or any other acts of God; (ii) normal wear and tear from use; (iii) accident, misuse, abuse or neglect; (iv) modifications made by Buyer or any third party, other than **Metropolitan**; and (v) Buyer's failure to properly install, maintain, service and/or operate the product under normal conditions and according to manufacturer's instructions.

(b) **Metropolitan** shall not be responsible for, and the Warranty shall not cover, extended damage which occurs because of Buyer's failure to notify **Metropolitan** promptly in writing of apparent defects.

(c) Any part or component designated as manufactured by anyone other than **Metropolitan** shall be covered only by the express warranty of the manufacturer thereof.

(d) The Warranty shall lapse upon Buyer's failure to fully comply with the terms and conditions of its contract with **Metropolitan**, including Buyer's failure to pay the purchase price for the product or any portion thereof. Buyer's subsequent compliance with the terms and conditions of any such contract, will not cause the term of the Warranty to extend beyond the time period set forth above.

(e) No actions taken by **Metropolitan** to correct a defect in a product shall extend the Warranty beyond the period set forth above. **Metropolitan** shall not be obligated to remedy any defect, where otherwise required pursuant to the Warranty unless and until Buyer notifies **Metropolitan** in writing of the defect and then only if such notification is made prior to the expiration of the period set forth above.

3. Process of Claims and Repairs. **Metropolitan** agrees that if the product or any part or component thereof shall fail to conform to the terms of this Warranty, **Metropolitan** shall replace such nonconforming product, part or component at the original point of delivery and furnish instruction for its disposition. Any transportation charges involved in such disposition and all costs of field labor or other charges incurred in the removal and/or reinstallation of any product, part or component thereof shall be the responsibility of Buyer.

4. Limitation on Liability. Notwithstanding any provision to the contrary, **Metropolitan's** entire liability under this Warranty shall not in the aggregate exceed, and Buyer's exclusive and sole remedies are, to the extent permitted by law, shall be to secure replacement of the defective product. **UNDER NO CIRCUMSTANCES SHALL METROPOLITAN BE LIABLE UNDER THE WARRANTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, USE OR ECONOMIC ADVANTAGE).**

5. Express Waiver of Any Other Warranties. **THE EXPRESS WARRANTY SET FORTH IN THIS WRITTEN WARRANTY IS THE ONLY WARRANTY MADE BY METROPOLITAN, OR ANY OTHER PARTY, IN CONNECTION WITH ANY PRODUCT PURCHASED FROM METROPOLITAN. NEITHER METROPOLITAN, NOR ANY OTHER PARTY, MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY WHICH IS NOT SET FORTH HEREIN, AND METROPOLITAN HEREBY DISCLAIMS AND BUYER HEREBY WAIVES ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

6. Not Transferable. The Warranty may not be transferred and shall be void on the sale or other transfer of the product.

7. Products and Warranty Subject to Change. **Metropolitan** reserves the right to make revisions to its products and their specifications, and to revise this Warranty and related information without notice.