



LIMITED WARRANTY

1. **Warranty Period** Products have different warranty periods and are subject to the conditions and exclusions contained herein. Seller warrants that the:

APX1 (One-Year) Catalyst Elements for Reciprocating Engine applications. The product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of twelve (12) months from the date the Product is complete and ready for shipment;

APX2 (Two-Year) Catalyst Elements for Reciprocating Engine applications. The product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of twenty-four (24) months from the date the Product is complete and ready for shipment;

APX3 (Three-Year) Catalyst Elements for Reciprocating Engine applications. The product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of thirty-six (36) months from the date the Product is complete and ready for shipment;

APXP (Propane) Catalyst Elements for Reciprocating Engine applications. The product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of thirty-six (36) months from the date the Product is complete and ready for shipment

Gas Turbine Catalyst Elements shall achieve the emission levels and performance warranty period defined in the Proposal within the conditions and limitations defined in Section 2 (below). Gas Turbine Catalyst is a custom product. Please consult your Proposal for project-specific warranties and emission guarantees;

Specialty Catalyst Elements shall be free of defects in material and workmanship and shall be free of defects in material and workmanship and shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of twelve (12) months from the date the Product is complete and ready for shipment;

Siloxane Gas (designated with "SG") Catalyst Elements for Reciprocating Engine applications operating on landfill gas, digester gas, sewage gas and other siloxane-bearing fuels, carry no warranty;

SCR Products. Unless other terms are specified in the Proposal (which shall supersede these General Terms and Conditions), SCR Products shall be free of defects in material and workmanship and shall achieve the emission levels within the conditions and limitations defined in Section 2 (below), for a period of twenty-four (24) months from the date the Product is placed in operation or thirty (30) months from the date the Product is complete and ready for shipment, whichever shall first occur;

Passive Diesel Particulate Filter Products shall be free of defects in material and workmanship and shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of for a period of 8,000 hours of operation or twenty-four (24) months from the date the Product is ready for shipment, whichever shall first occur;

Active Diesel Particulate Filter Products included with AT-IV shall be free of defects in material and workmanship and shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of 2,600 hours of operation, twelve (12) months from the date the Product is commissioned by an authorized MIRATECH field service representative, or eighteen (18) months from the date the Product is ready for shipment to Purchaser, whichever shall first occur;

Service shall be free of defects of workmanship for a period of ninety (90) days from the date the final Service is provided by Seller to Purchaser;

Housings shall be free of defects in material and workmanship for a period of twelve (12) months from the date the Product is complete and ready for shipment;

Silencer Only Products shall be free of defects in material and workmanship for a period of twelve (12) months from the date the Silencer Only Product is placed in operation or eighteen (18) months from the date the Silencer Only Product is complete and ready for shipment, whichever shall first occur;

Replacement Parts for use on previously installed Products, (“Spare Parts”) shall be free of defects in material and workmanship for a period of twelve (12) months from the date the Spare Part is placed in operation or eighteen (18) months from the date the Spare Part is complete and ready for shipment, whichever shall first occur;

Exhaust Accessories shall be free of defects in material and workmanship for a period of twelve (12) months from the date the Exhaust Accessory Product is placed in operation or eighteen (18) months from the date the Exhaust Accessory is complete and ready for shipment, whichever shall first occur;

All other Products shall be free of defects in material and workmanship for a period of twelve (12) months from the date the Product is placed in operation or eighteen (18) months from the date the Product is complete and ready for shipment, whichever shall first occur; provided Purchaser shall, within such period, notify Seller in writing of such defect(s) and fully cooperate with Seller in pursuing the remedying thereof. Should any failure to conform to this warranty be reported to Seller within said period, Seller shall, upon Purchaser promptly notifying Seller in writing thereof, correct such nonconformity by suitable repair to the Product or, at Seller's option, furnish replacement parts Ex Works (Incoterms 2020) Seller's point of shipment, provided Purchaser has restored the Product to the “as shipped” condition prior to installation and has installed, maintained and operated the Product in accordance with standard industry practices and Section 2 of this Limited Warranty and has complied with the specific recommendations of Seller with respect to the Product including but not limited to the Seller's Installation, Operation and Maintenance Manual. In the event Seller deems Service to be defective, Seller's obligation shall be to correct non-conformities in the manner and for the remaining period of time of the Service warranty period.

Accessories or other parts of the Product furnished by Seller, but manufactured by others, shall carry whatever warranty, if any, the manufacturers thereof have given to Seller and which can be passed on to Purchaser. Purchaser agrees to look solely to such other manufacturers or suppliers of such accessories or parts for any warranty, repair or product liability claims arising out of the performance, condition or use of such accessories or parts. Seller agrees to cooperate in furnishing assignments of its rights thereto to Purchaser from such manufacturers and suppliers. Seller shall not be liable for any repairs, replacements or adjustments to the Product or any costs of labor performed by Purchaser without Seller's prior written approval. Seller's warranty shall expire in the event the Product is misused, neglected or operated other than for its intended purpose. Except as specifically stated herein, Seller makes no performance warranty of any kind respecting the Product except as contained in this document. The effects of corrosion, erosion and normal wear and tear are specifically excluded from Seller's warranty.

For all emissions related products, Seller's warranty shall expire in the event: an A-36 carbon steel housing provided by Seller is insulated, or has a heat shield or similar product adjustment installed, and operated with an inlet operating temperature to the housing greater than 900 deg F; or a component supplied by others that is upstream of the Seller's provided scope, damages the Seller provided scope.

For all standalone silencers, exhaust accessories or piping, Seller's warranty shall expire in the event of either: (1) an A-36 carbon steel silencer provided by Seller is insulated (external to housing) or has a heat shield or similar product adjustment installed and operated with an inlet operating temperature to the housing greater than 1100 deg F for a period of greater than 500 hours per year; (2) an A-36 carbon steel silencer with internal insulation is operated with inlet temperature to the housing greater than 1100 deg F; or (3) an Aluminized steel silencer with internal or external insulation, a heat shield or similar product adjustments installed and operated with an inlet operating temperature to the housing greater than 1100 deg F.

Any damage or defects to the Products caused by the acts or omissions of others after receipt of the Product but prior to commissioning or during the warranty period are not warrantable events and are specifically excluded from this warranty.

Painted surfaces are subject to a variety of environmental and thermal exposures and require routine maintenance/touch-up. As such, no warranty is made on paint other than workmanship of surface preparation and application of paint.

Correction by Seller of non-conformities, whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Seller for such non-conformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of the Product.

2. **Warranty Conditions and Limitations** Throughout the Warranty Period, Seller warrants that the Product will achieve the emissions levels set forth in the Proposal referenced in and attached to the Contract between Seller and Purchaser, subject to the following conditions and limitations:
- a. The Product is operated and maintained at all times in accordance with MIRATECH's written instructions (including but not limited to Seller's Installation, Operation and Maintenance Manual);
 - b. the Purchaser's equipment is operated and maintained at all times in accordance with all manufacturers' instructions and guidelines;
 - c. the Purchaser's equipment, during operation, shall never exceed the raw emission rate set forth in the Proposal;
 - d. the Purchaser's equipment shall be operated within the temperature limits stated in the Proposal;
 - e. the Purchaser's equipment, during operation, shall never exceed the exhaust flow rate stated in the Proposal;
 - f. the Purchaser will operate the equipment so the engine emissions & temperature are as stated in the Proposal and:
 1. the concentrations of NO_x, CO, VOC/NMHC, O₂, PM_{2.5} will not fluctuate more than 2% from the Proposal value and,
 2. the exhaust flow rate will not fluctuate more than 2% from the Proposal value and,
 3. the exhaust temperature into the catalyst will not fluctuate more than 10°F from the Proposal value and
 4. exhaust concentration, flow rate and temperature shall be measured using EPA test methods stated in the Seller's Installation, Operation and Maintenance manual (or other method mutually agreed upon in writing);
 - g. For catalyst applications in gas turbine, HRSG, and industrial boiler systems:
 1. Seller's Performance Warranty requires that the variation in exhaust gas velocity distribution at the entrance plane of the Catalyst be less than ±15% of the average. Measurement methods shall characterize the gas path in accordance with EPA Test Methods #1 and #2.
 2. Seller's Performance Warranty requires that the variation in exhaust gas concentration distribution at the entrance plane of the Catalyst be less than ±15% of the average. Measurement methods shall characterize the gas path in accordance with EPA Test Methods #1, #3 and #320.
 3. Seller's Performance Warranty requires that the variation in exhaust gas temperature distribution at the entrance plane of the Catalyst be less than ±25 degrees Fahrenheit (14 degrees Celsius). Measurement locations shall characterize the gas path in accordance with EPA Test Method #1.
 4. See Seller's Catalyst Performance Warranty for Combustion Turbines and Boilers for additional information on these and other important limitations.
 - h. Chemical Contamination. Certain compounds present in engine exhaust are known to be catalyst deactivators and contribute to shortened catalyst life. Hence, the presence of these contaminants in the catalyst shall not accumulate to a level that exceeds the warranty limits shown in the Installation, Operation and Maintenance Manual. The reference standard method for determining the identity and quantity of these compounds on catalyst is ICP-OES (inductive couple plasma - optical emissions spectroscopy), glow discharge mass spectrophotometry or other analytical method approved by the Seller to provide the required selectivity and sensitivity. The presence of contaminants in excess of these levels shall void this Warranty.
 - i. Diesel Particulate Filter Products shall be operated and maintained at all times in accordance with the Seller's written instructions including:
 1. for Passive Diesel Particulate Filter Product - the most recent version of the MIRATECH "Guidelines for the Successful Operation of Diesel Particulate Filters"; or

2. for Active Diesel Particulate Filter Components included with AT-IV the most recent version of the AT-IV Operations and Maintenance Manual.
3. In-field testing of particulate (PM) with use of a MIRATECH DPF should be conducted with a certified and calibrated Opacity meter, (such as the Red Mountain Smoke Check 1667). The engine should be tested at idle after an initial warm up period. Test samples should be below 5% measured at the atmospheric outlet of the exhaust.

Emissions levels, temperature and flow rates from Purchaser's equipment and the Product discharge point shall be tested at the Purchaser's expense, in accordance with a mutually agreed test procedure and protocol consistent with accepted industry practices.

Purchaser will operate the engine, or cause the engine to be operated by others, other than the Seller, at no cost to and for the benefit of the Seller in order for the Seller to make adjustments and modifications to the Product.

If the above conditions are met and the Product fails to achieve the output performance stated in the Proposal within the Warranty Period, Seller will replace or modify and adjust its Product as needed to meet such output performance standards. Purchaser is required to notify the Seller in writing of the specific defect and provide Seller with complete documentation of the defect and satisfaction of all conditions, a – e, of this article.

3. Notification of Potential Warranty Claim

Customer shall notify Seller of any potential warranty claim within five (5) calendar days from the time the Customer or anyone else acting on its behalf, has a reasonable basis to believe a potential warranty claim exists. Customer shall provide notice in writing to info@miratechcorp.com.

4. Investigation of Warranty Claim

Once Customer provides Seller with notice of a potential warranty claim, Customer shall provide the Seller with reasonable access to the Product for the purpose of conducting an investigation into the Customer's warranty claims. This may, at the discretion of the Seller, include on-site inspection of the Product, verification testing, or catalyst testing. Customer shall not interfere with Seller's investigation into Customer's warranty claim. Nor shall Customer take any action that either damages any portion of the Product or compromises the Seller's ability to conduct its investigation.

5. Warranty Disclaimer

SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF GOOD TITLE TO THE PRODUCT, AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

6. Remedies Exclusive

The remedies of Purchaser set forth herein are exclusive. The total liability of Seller with respect to the performance and other matters related to the manufacture, sale, delivery, installation, repair or technical direction thereof, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall in no event exceed the purchase price of the particular Unit of Product upon which such liability is based, and not the aggregate of all Products covered by any agreement or document between Seller and Purchaser. Seller shall, in no event, be liable to Purchaser, any successors in interest or any beneficiary or assignee of Purchaser, for any consequential, incidental, indirect, special or punitive damages or any defect in, or failure or malfunction of, the Product, whether based upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of Product, loss of use of power system, costs of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise. Purchaser warrants that the Product is purchased for, and will be used for, business purposes only by qualified and properly trained personnel.

Seller's investigation shall be performed at its expense. If, however, the results show there is no basis for a warranty claim then the Customer shall be responsible for any and all costs and expenses associated with Seller's investigation.

Any investigation conducted by Customer shall be conducted at Customer's own expense. Nothing in this Warranty or any other Agreement between the parties shall obligate Seller to conduct any on-site testing to verify the performance of the Product, either following the initial system start-up or after warranty work has been performed. Any decision by the Seller to conduct such testing shall be within the sole discretion of the Seller.

7. Indemnification

Customer shall indemnify, defend and hold harmless Seller from and against any and all claims, proceedings, liabilities, damages and expenses including legal fees and litigation expenses arising out of or resulting from Customer's unauthorized, improper or negligent use or operation of the Product or Customer's violation of any of its obligations under this Warranty.

8. No Default

Seller shall not be responsible for, and shall not be in default hereunder, in the event of any delay or failure to perform any services, or deliver any products or resolve any warranty claims, if due directly or indirectly to any cause beyond the reasonable control of Seller, including by way of illustration and not by way of limitation, strikes, accidents, acts of God, acts of war, weather conditions, action or inaction of any governmental or other proper authority or other causes beyond Seller's control.

9. Non-Transferability

This limited warranty may not be transferred by the Customer to any third party without MIRATECH's written consent.

10. Entire Agreement

This Warranty constitutes the complete and entire Warranty between Seller and Customer and supersedes any and all prior discussions, drafts, negotiations and correspondence relating to said Warranty and there are no verbal or written agreements, promises or understandings regarding Warranty terms that are not contained in this Warranty. This Warranty and all covenants, promises, conditions and understandings shall not be modified, altered or amended except by written agreement signed by both parties.

END OF DOCUMENT