



FAST FUSION WELD PERFORMANCE WARRANTY

Fast Fusion® has developed innovative weld cooling techniques that accelerate heat transfer in plastic pipes, dramatically reducing the amount of time necessary to hold pipes under fusion pressure during welding. Fast Fusion's proprietary techniques were developed for use with its novel mobile fusion equipment described in U.S. Patent No. 4,990,209, and the effectiveness thereof was verified by two independent scientific weld testing studies completed on November, 6, 2003, and August 23, 2005, respectively. These independent studies involved pipes heated by means of standard, reliable, pipe fusion methods, and cooled by Fast Fusion weld cooling techniques, under standard fusion pressures, with the resulting welds meeting or exceeding nationally recognized HDPE industry weld-strength standards. Based upon the foregoing, Fast Fusion extends to purchasers of its systems embodying the Fast Fusion weld cooling techniques the following performance warranty:

Fast Fusion, LLC, hereby warrants that its proprietary weld cooling techniques will effectively cool proper fusion welds of high density polyethylene (HDPE) pipe, consistent with now current nationally recognized HDPE industry weld-strength standards, resulting in weld strengths equivalent to fusion welds cooled by means of current ambient air cooling techniques. Only welds formed by proper facing, heating temperatures and pressure (as set forth in the Fast Fusion operator's manual, handbooks and instructions, and in accordance with standard industry practices), are covered under this warranty. Without limiting the foregoing, expressly excluded from this warranty are weld failures resulting in whole or in part from improper, insufficient, excessive or imprecise pipe facing, heating or pressure applications during the formation of the weld, regardless of whether the same results from operator actions or equipment (including Fast Fusion equipment) miscalibration, error or failure. Furthermore, to be covered under this warranty, welds must be formed and cooled by skilled operators who have successfully completed Fast Fusion Operators Training (conducted by or under the direction of Fast Fusion), and in strict compliance with the various manuals, handbooks and instructions that Fast Fusion may from time to time issue. Fast Fusion does not warranty or guaranty that its weld cooling techniques will result in stronger welds than those cooled by traditional ambient air cooling techniques.

This warranty applies solely to welds cooled by Fast Fusion's proprietary methods, and is in lieu of all other warranties, express or implied. Fast Fusion reserves the right to inspect all failed welds prior to any decisions involving a performance warranty claim. In the event of any valid performance warranty claim, and as the exclusive remedy of the purchaser, Fast Fusion shall replace the weld (provided, however, that purchaser shall be responsible for digging and/or exposing the weld for replacement). All claims under this warranty must be made promptly after discovery and, in any event, must be received by Fast Fusion within three years from the original fusion of the failed weld; for each weld fused in compliance with the terms of the warranty, this warranty shall expire and be unenforceable on the third anniversary of the date of the original weld fusion.

In no event shall purchaser, or any other person, be entitled to special, incidental, indirect or consequential damages for injury, loss of business profits, business interruption, or any other pecuniary loss arising out of a failed weld.

The foregoing warranty is not transferable; in the event any Fast Fusion equipment is sold, leased or used by any person other than the purchaser, Fast Fusion may, at its sole option and on a case-by-case basis, issue a similar warranty to the purchaser, lessee or user thereof. Furthermore, this warranty is for the purchaser only, and shall not extend to any landowner, any person who may have an interest in the pipe being fused, or any other third person. This warranty shall be governed by the laws of the State of Colorado, USA, and any action or dispute under these warranties shall occur in the state or federal courts of Mesa County, Colorado.

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