



Fuji Clean USA, LLC Limited Warranty

Rev: January 1, 2023

Warranty Activation

To activate Fuji Clean USA Warranty, a Warranty Activation Card, (“Orange Card”) provided with each system, must be returned to Fuji Clean USA by the system installer, service provider, distributor or system owner after system installation. Fuji Clean USA’s physical or electronic receipt of this card activates system Warranty.

Period of Coverage

Fuji Clean USA, LLC warrants the parts in each treatment unit to be free of defects in material and workmanship for a period of two years from date of system installation at the site where wastewater is to be treated. An Extended Service Policy shall be made available by Fuji Clean USA, its authorized dealers or service providers after the initial two-year coverage period.

Obligations of Fuji Clean USA, LLC

Fuji Clean USA, LLC warrants its products only. At its sole expense, Fuji Clean USA, LLC will service and repair the installed unit including all parts and labor that show evidence of defective material or workmanship when operated within design parameters, provided that all financial obligations of the owner/purchaser are in compliance with the Sales Agreement provided by an authorized dealer of Fuji Clean USA treatment systems. Determination of defective material or workmanship shall be made by a Fuji Clean USA authorized dealer, distributor and/or service provider.

Obligations of Installing Contractor

Fuji Clean USA, LLC is not and does not purport to be a contractor or contracting service. Fuji Clean USA does not perform or offer to perform services that a licensed contractor would provide, including, but not limited to, installation of the Fuji Clean treatment processing unit, excavation, plumbing installation, electrical installation, and other similar work performed by a contractor. An installing contractor must follow all installation instructions in the Fuji Clean Installation Manual provided with every Fuji Clean treatment processing unit shipped from Fuji Clean USA, LLC.

If a tank or any components of the Fuji Clean treatment processing unit shipped from Fuji Clean USA, LLC is found to be damaged or defective during shipping or installation, the damage or defect must be reported within one (1) business day to Fuji Clean USA, its distributors or authorized service providers. Fuji Clean USA, in a timely manner, shall service, repair, or replace the damaged or defective tank or component parts. If the discovered damage or defect is not reported to Fuji Clean USA, its distributors or authorized service providers within one (1) business day, and the tank or component part is installed with damage or defects known to the installing contractor, this Warranty shall not apply.

Exclusions and Disclaimers - General

This Warranty does not apply to Fuji Clean USA units that have been tampered with or altered by unauthorized persons, improperly installed, damaged by an installing contractor, have been subject to external physical damage, or acts of god. Further, this Warranty does not cover Fuji Clean USA units that have been flooded by external means or damage done by altered or improper wiring or overload

protection. Additionally, this Warranty does not apply if the Fuji Clean USA unit has been operated beyond its maximum capacity or permit, if approved design has been altered after the fact, or if the Fuji Clean USA unit has been contaminated with chemicals injurious to biological growth.

Exclusions and Disclaimers – H-20 Rated Concrete Slabs

Design details for H-20 rated concrete slabs (slabs) and uplift restraints included in the Fuji Clean Installation Manual convey concepts and approaches design professionals and contractors can consider in their projects. The design details for slabs and uplift restraints are intended for informational purposes only and are not intended as professional design advice and shall not be relied upon as such. The contents of the design details are not a substitute for the advice or consultation of a licensed engineer, contractor, or other design professional that you should consult with in the design and construction of the slabs and uplift restraints. Design professionals must exercise their own best judgment with regard to appropriate slab design and uplift restraint for their specific projects. Fuji Clean reserves the right to make additions, deletions, or modifications to the design details for slabs and uplift restraints at any time and without prior notice. Fuji Clean USA, LLC assumes no responsibility for errors or omissions in the design details for slabs and uplift restraints. In no event shall Fuji Clean USA be liable for any special, direct, indirect, consequential, or incidental damages or for any damages whatsoever arising out of or in connection with the use of the H-20 concrete slab design details.

Exclusions and Disclaimers – Sludge Pumpout – Water Refill

For all Fuji Clean USA units, particularly H-20 units, water refill to the low water level (LWL) mark in all chambers must immediately follow all sludge pump-out operations to avoid damage to the unit. During all sludge pump-out operations and water refill, no vehicles of any kind (including the pump tank truck performing pump-out operations) shall be parked or located on the slab. Fuji Clean USA, LLC does not perform or offer to perform any pump-out operations on commercial or residential Fuji Clean USA units. Fuji Clean USA assumes no responsibility for any error, omission, or failure that occurs during sludge pump-out operations. Fuji Clean is not responsible for any damage to units during sludge pump-out operations, including but not limited to damage caused by a failure to refill water to the low water level mark or vehicles parked or located on the slab during sludge pump-out operations and water refill.

Other Provisions

This Warranty only applies to the Fuji Clean USA, LLC treatment processing system and does not include any wiring, plumbing, drainage, disposal or leaching systems. Fuji Clean USA, LLC or its dealers or authorized service providers also reserves the right to furnish a component part which, in its judgment, is equivalent to the company part replaced. Further, owner agrees to provide to Fuji Clean USA, or its authorized dealers or service providers with clear access to the processor covers on a year-round basis.

Under no circumstances will Fuji Clean USA, LLC be liable for direct or consequential damages including but not limited to lost profits, lost income, labor charges, delays in production or idle production time of habitability which results from any defect in material and/or workmanship of Fuji Clean USA, LLC's system or units.

This Warranty is expressly in lieu of any other expressed or implied warranties. Further, any implied warranties for merchantability and fitness for a particular purpose are hereby disclaimed.

This Warranty provides the owner/purchaser specific legal rights. You may have other rights, which vary from state to state.