

PRAXIDYN LLC
Exclusive Limited Warranty - Mixmate

This Exclusive Limited Warranty (the "Warranty") is entered into by and between Praxidyn LLC ("Praxidyn") and the first end-user of a Praxidyn Mixmate ("Customer"). Customer has carefully reviewed this Warranty and agrees that Praxidyn's performance of its obligations hereunder will provide Customer with an adequate remedy which will serve the essential purpose of the parties' agreement relating to the purchase of the Mixmate (the "Mixmate"). Customer's rights and benefits hereunder inure solely to Customer, as the original purchaser of the Mixmate, and are non-assignable and non-transferable. No other party or entity, including, without limitation, subsequent purchasers or owners of the Mixmate shall have or be entitled to assert any rights or benefits hereunder.

EXCLUSIVE LIMITED WARRANTY; LIMITATION OF REMEDIES. Praxidyn hereby warrants to Customer that the Mixmate is and will remain for a period of one (1) year from the date of delivery to Customer of the Mixmate (the "Warranty Period"), free of defects in materials and workmanship, provided that the Mixmate is used for its intended purpose and is properly serviced in accordance with the User Manual provided to Customer. Subject to the foregoing, if at any time during the Warranty Period the Mixmate fails to conform to the foregoing warranty by reason of defects in materials or workmanship, Customer shall notify Praxidyn in writing within fourteen (14) days, and Praxidyn at its option shall repair or replace the defective Mixmate or component part without charge to Customer, except for: (A) costs incurred in transporting the Mixmate or component parts to and from Praxidyn's designated dealer or its manufacturing plant in Oakland, Iowa; and (B) charges for labor or other costs incidental to the removal or remounting of component parts repaired or replaced under this Warranty, both of which shall be borne by Customer. Praxidyn shall not be required to replace Customer's Mixmate pursuant to this Warranty until Customer returns the Mixmate it is claiming has a defect in materials or workmanship to Praxidyn (the "Defective Mixmate"). Praxidyn shall have the right to receive and retain the Defective Mixmate for testing and investigation. If Praxidyn replaces the Defective Mixmate, Customer relinquishes all rights in and to the Defective Mixmate to Praxidyn. If Customer fails to notify Praxidyn within fourteen (14) days of discovering that the Mixmate failed to conform to the foregoing warranty by reason of defects in materials or workmanship, Customer shall be deemed to have waived its right to the warranty provided hereunder. Notwithstanding any provision herein to the contrary, this Warranty shall not extend or obligate Praxidyn to take any action with respect to: (i) a Mixmate which has been modified, altered, installed, used or operated in a manner which is not recommended by Praxidyn, including any Mixmate in which parts not manufactured or approved by Praxidyn have been installed; (ii) a Mixmate which has not been regularly and properly serviced in accordance with the User Manual or which has otherwise been neglected; (iii) a Mixmate which Customer continued to use after the Customer became aware that the Mixmate may have a defect in materials or workmanship and failed to notify Praxidyn as provided hereunder; (iv) any damage caused to the Mixmate as a result of any chemicals Customer may have used in conjunction with the Mixmate; and (v) ordinary wear and tear, service and maintenance and replacement items. **THIS WARRANTY APPLIES TO ALL PARTS OF ANY NEW MIXMATE, AND SOLELY TO THE PARTS OF SUCH NEW MIXMATE. IT DOES NOT APPLY OR EXTEND TO PARTS PURCHASED SEPARATELY FROM THE MIXMATE BY THE CUSTOMER, EVEN IF USED WITH THE MIXMATE.**

EXCEPT AS SPECIFICALLY STATED IN THE PARAGRAPH IMMEDIATELY ABOVE, PRAXIDYN MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE WARRANTY SET FORTH IN THE PRECEDING PARAGRAPH AND THE OBLIGATIONS AND LIABILITIES OF PRAXIDYN THEREUNDER REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY CUSTOMER. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. FURTHER, PRAXIDYN SHALL HAVE NO LIABILITY FOR ANY DAMAGES FOR WHICH INSURANCE COVERAGE IS AVAILABLE TO CUSTOMER. IN NO EVENT SHALL PRAXIDYN'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE FOR THE MIXMATE, NOR SHALL PRAXIDYN BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

Praxidyn reserves the right to modify, alter or improve any Mixmate or equipment manufactured by Praxidyn without incurring any duty or obligation to modify, alter, improve or replace any of the Mixmates covered hereby.

THIS WARRANTY SETS FORTH THE PARTIES' FINAL, COMPLETE AND EXCLUSIVE AGREEMENT CONCERNING THE MIXMATE AND PRAXIDYN'S WARRANTY OBLIGATIONS. NO AFFIRMATION OF FACT, PROMISE, DESCRIPTION, DEMONSTRATION, SAMPLE OR MODEL CONSTITUTES A WARRANTY OR OTHERWISE MODIFIES, EXTENDS OR ALTERS THIS WARRANTY UNLESS IN A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED PRAXIDYN OFFICER.