



ENVIRONMENTAL WARRANTY

Tyco warrants that, for ten (10) years after the installation of an ANSUL® INERGEN® Fire Suppression System, use of the INERGEN agent will not be banned or restricted by any governmental entity or regulatory body for any of the following environmental issues: (1) Ozone Depleting Potential; (2) Global Warming Potential; (3) Atmospheric Lifetime; and/or (4) Agent Decomposition Products. In the event that environmental regulations enacted after the purchase of any new INERGEN Suppression System require restriction of use or removal of the INERGEN agent from the market for one of the environmental issues listed above during the ten-year warranty period, Tyco will replace the ANSUL® INERGEN Suppression System with a new clean agent suppression system that meets such newly enacted environmental regulations.

This warranty shall be in effect only if the original purchaser maintains a semi-annual service agreement for the INERGEN Suppression System with an Authorized Ansul distributor from the date of installation. This warranty covers only those INERGEN Suppression Systems which incorporate and use hardware and components – including detection and control devices – which are manufactured, sold, or approved by ANSUL.

This Warranty shall not apply in the event that Ansul determines that there is no clean agent available on the market that exceeds the environmental profile of INERGEN with respect to the environmental issues set forth above.

This Warranty does not allow for the replacement of the ANSUL INERGEN Suppression System with a water sprinkler system, which is not a clean agent suppression system.

Except as provided above and as otherwise provided by Ansul in writing, ANSUL MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL ANSUL HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SIMILAR DAMAGES. ANSUL SHALL HAVE NO LIABILITY FOR ANY DAMAGES DUE TO DELAY IN REPLACING THE INERGEN FIRE SUPPRESSION SYSTEM UNDER THE FOREGOING WARRANTY. ANSUL'S MAXIMUM LIABILITY FOR DIRECT DAMAGES FOR BREACH OF THE FOREGOING WARRANTY IS LIMITED TO THE REPLACEMENT OF THE INERGEN SYSTEM.

This Warranty is made to the owner of the original INERGEN System installation and may not be transferred to others.

This warranty is not effective unless Ansul Form No. F-9502 is completed and returned to Ansul within ten days of the commissioning of the INERGEN Fire Suppression System.