



ENVIRONMENTAL WARRANTY

ANSUL® warrants that, for TWENTY (20) years after the installation of an ANSUL SAPHIRE® Fire Suppression System, use of the SAPHIRE agent will not be banned by any governmental entity or regulatory body for any of the following environmental issues: (1) Ozone Depleting Potential, (2) Global Warming Potential, and/or (3) Atmospheric Lifetime. In the event that environmental regulations enacted after the purchase of any new SAPHIRE Suppression System require removal of the SAPHIRE agent from the market for one of the environmental issues listed above during the 20-year warranty period, ANSUL will replace the ANSUL SAPHIRE Suppression System with a new chemical clean agent suppression system that meets such newly-enacted environmental regulations. This warranty does not include any labor or any other costs and/or expenses related to pressurizing and restoring the system to an operational state.

This warranty shall be in effect only if the system is designed, installed and commissioned by an Authorized ANSUL distributor and the original purchaser maintains a semi-annual service agreement for the SAPHIRE Suppression System with an Authorized ANSUL distributor from the date of installation. This warranty covers only those SAPHIRE 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 chemical clean agent available on the market that exceeds the environmental profile of SAPHIRE agent with respect to the environmental issues set forth above.

This Warranty does not allow for the replacement of the ANSUL SAPHIRE Suppression System with a water sprinkler system, which is not a clean agent suppression system nor an inert gas 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 SAPHIRE 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 SAPHIRE SYSTEM. NOTHING CONTAINED IN THIS WARRANTY IS INTENDED TO SUPERCEDE ANY OTHER SAPHIRE-RELATED WARRANTIES OFFERED BY OTHER NON-RELATED COMPANIES. SPECIFICALLY, THIS WARRANTY SHALL BE DEEMED TO BE AN ADDENDUM TO THE "BLUE SKY®" WARRANTY OFFERED BY 3M WITH RESPECT TO SAPHIRE® AGENT. SHOULD 3M ALTER OR CANCEL THE "BLUE SKY" WARRANTY, ANSUL RESERVES THE RIGHT TO ALTER OR CANCEL THIS ENVIRONMENTAL WARRANTY ACCORDINGLY.

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

This warranty is not effective unless ANSUL Form No. F-2007043 is completed and returned to ANSUL within ten days of the commissioning of the SAPHIRE Fire Suppression System. This system verification form must also be updated and re-submitted to ANSUL five (5) years after system commissioning for this warranty to remain in effect.