# WARRANTY AGREEMENT

THIS WARRANTY AGREEMENT entered into this _____ day of _____, 20__, by and between Major Geothermal, Inc. ("Manufacturer") and _____ ("_____") as follows:

As the manufacturer and seller of EnviroPlates, a geothermal heat transfer device, Major Geothermal, Inc. provides the following specific express warranty for such product:

1.      This Warranty is expressly in lieu of all other warranties and representations, expressed or implied, and all other obligations or liabilities on the part of manufacturer.

2.      The EnviroPlates are warranted to be well made and constructed of good materials, and with proper use and care are capable of performing the purpose for which they were purchased, as well as any other goods of the same kind, size and rated capacity used under like conditions.

3.      Manufacturer warrants each new EnviroPlates to be free from defects in materials or workmanship under normal use and service, the obligation of the manufacturer under this Warranty being limited to replacing at the factory of manufacturer any EnviroPlates that shall be returned within three hundred sixty five (365) days after delivery to the original purchaser to manufacturer, with transportation charges prepaid, and that an examination by manufacturer discloses is defective.

4.      This Warranty is in lieu of all warranties of merchantability, fitness for purpose or other warranties, express or implied.  Manufacturer shall not be liable for special, indirect or consequential damages.  The remedies set forth in this instrument are exclusive, and the liability of the Manufacturer with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the equipment or part on which such liability is based.

THE PARTIES HERETO hereby execute this Warranty Agreement as of the day and year first above written.

MAJOR GEOTHERMAL, INC.


By:_____
     Jack E. Major, Jr., President



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**enviroPlate™ – *a Major Geothermal product***

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