



Limited Guarantee - Terms and Conditions

The following Limited Guarantee- terms and conditions apply to all commercial guarantees granted by MIRATECH GmbH ("**Seller**"). Seller grants its customers ("**Purchaser**") the voluntary commercial guarantee as founded and specified in the individual proposal provided to the Purchaser ("**Proposal**") (*Angebot*) with regard to the products for which a voluntary guarantee is provided in the Proposal ("**Products**") under the additional conditions outlined in these Limited Guarantee- terms and conditions.

However, this commercial guarantee does not affect the Purchaser's contractual or statutory warranty rights against the Seller for a defect of the Products.

Subject to the conditions and exclusions stipulated in the Limited Guarantee- terms and conditions, Seller guarantees that products as listed below and specified in the Proposal will achieve the emissions levels set forth in the Proposal referenced in and attached to the contract between Seller and Purchaser.

1. Guarantee Period

The various products have different periods during which the Seller guarantees that the Products will achieve the emission levels defined in the Proposal ("**Guarantee Period**"). Unless otherwise stated in the Proposal, the duration of the guarantee shall be as follows:

APX1 (One-Year) Catalyst Elements for Reciprocating Engine applications. The Product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of twelve (12) months from the date the Product is complete and ready for shipment;

APX2 (Two-Year) Catalyst Elements for Reciprocating Engine applications. The Product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of twenty-four (24) months from the date the Product is complete and ready for shipment;

APX3 (Three-Year) Catalyst Elements for Reciprocating Engine applications. The Product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of thirty-six (36) months from the date the Product is complete and ready for shipment;

APXP (Propane) Catalyst Elements for Reciprocating Engine applications. The Product shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of thirty-six (36) months from the date the Product is complete and ready for shipment;

Gas Turbine Catalyst Elements shall achieve the emission levels and performance guarantee period defined in the Proposal within the conditions and limitations defined in Section 2 (below). Gas Turbine Catalyst is a custom product. Therefore, all project specific guarantees and emission guarantees are outlined in the Proposal;

Specialty Catalyst Elements shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of twelve (12) months from the date the Product is complete and ready for shipment;

Siloxane Gas (designated with "SG") Catalyst Elements for Reciprocating Engine applications operating on landfill gas, digester gas, sewage gas and other siloxane-bearing fuels, Seller does not provide any additional guarantee regarding these products;

SCR Products. SCR Products shall achieve the emission levels defined in the Proposal within the conditions and limitations defined in Section 2 (below), for a period of twenty-four (24) months from the date the Product is placed in operation or thirty (30) months from the date the Product is complete and ready for shipment, whichever shall first occur;

Passive Diesel Particulate Filter Products shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of 8,000 hours of operation or twenty-four (24) months from the date the Product is ready for shipment, whichever shall first occur;

Active Diesel Particulate Filter Products included with AT-IV shall achieve the emission levels defined in the Proposal, within the conditions and limitations defined in Section 2 (below), for a period of 2,600 hours of operation, twelve (12) months from the date the Product is commissioned by one of Seller's authorized field service representatives, or eighteen (18) months from the date the Product is ready for shipment to Purchaser, whichever shall first occur.

The performance of any repair, replacement, or other remedial measures under this guarantee shall neither recommence nor extend the original guarantee period. Any spare parts or components used in connection with such remedial measures shall not be subject to a separate or additional guarantee; they shall be covered only for the remainder of the original guarantee period applicable to the Product in which they are installed. Furthermore, the provision of any guarantee remedy shall not affect the acceptance of the Products as originally designed or give rise to any additional claims with respect to the design or associated operating costs.

2. Scope of the Guarantee

Should any failure of a Product to achieve the emission levels defined in its Proposal during the Guarantee Period as provided in section 1 above, Seller will replace or repair and adjust its Product as needed to meet such output performance standards. In particular, Seller shall, upon Purchaser promptly notifying Seller in writing thereof, correct such nonconformity by suitable repair to the Product or, at Seller's option, furnish replacement parts Ex Works (Incoterms 2020) Seller's point of shipment, provided Purchaser has restored the Product to the "as shipped" condition prior to installation and has installed, maintained and operated the Product in accordance with standard industry practices and Purchaser complied with Sections 3 and 4 of these Limited Guarantee- terms and conditions and has complied with the specific recommendations of Seller with respect to the Product including but not limited to the Seller's Installation, Operation and Maintenance Manual and applied, operated, tested and validated the system for acceptance according to the prescriptions reported in the technical and commercial proposal for the equipment. The guarantee does not provide claims for the cancellation of the contract of sale (withdrawal), a reduction in the purchase price (price reduction) and a replacement delivery (exchange) or compensation of any kind (such as direct or indirect damages).

Correction by Seller of non-conformities, whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Seller under this guarantee.

The aggregate costs of all repairs and replacements for a Product that does not achieve the emission levels defined in its Proposal during the Guarantee Period shall be limited to the purchase price of the particular unit of Product. Once such aggregate costs reach the purchase price paid by the Purchaser for the relevant Product, the Purchaser's guarantee claim under this guarantee shall be exhausted.

3. Guarantee Exclusions

Seller's guarantee shall expire in the event the Product is misused, neglected or operated other than for its intended purpose. Except as specifically stated herein, Seller makes no performance guarantee of any kind respecting the Product except as contained in this document. The effects of corrosion, erosion and normal wear and tear are specifically excluded from Seller's guarantee.

For all emissions related Products, Seller's guarantee shall expire in the event: a carbon steel housing provided by Seller is insulated, or has a heat shield or similar product adjustment installed, and operated with an inlet operating temperature to the housing greater than 500C; or a component supplied by others that is upstream of the Seller's provided scope, damages the Seller provided scope.

For all standalone silencers, exhaust accessories or piping, Seller's guarantee shall expire in the event of either: (1) a carbon steel silencer provided by Seller is insulated (external to housing) or has a heat shield or similar product adjustment installed and operated with an inlet operating temperature to the housing greater than 500C for a period of greater than 500 hours per year; (2) a carbon steel silencer with internal insulation is operated with inlet temperature to the housing greater than 500C; or (3) an Aluminized steel silencer with internal or external insulation, a heat shield or similar product adjustments installed and operated with an inlet operating temperature to the housing greater than 500C.

Any damage or defects to the Products caused by the acts or omissions of others after receipt of the Product but prior to commissioning or during the guarantee period are not covered under this guarantee and are specifically excluded from this guarantee.

Painted surfaces are subject to a variety of environmental and thermal exposures and require routine maintenance/touch-up. As such, no guarantee is made on paint other than workmanship of surface preparation and application of paint.

4. Guarantee Conditions and Limitations

Throughout the Guarantee Period, Seller warrants that the Product will achieve the emissions levels set forth in the Proposal referenced in and attached to the contract between Seller and Purchaser, subject to the following conditions and limitations:

- a. the Product is operated and maintained at all times in accordance with the Proposal and Seller's written instructions (including but not limited to Seller's Installation, Operation and Maintenance Manual);
- b. the Purchaser's equipment is operated and maintained at all times in accordance with all manufacturers' instructions and guidelines;
- c. the Purchaser's equipment, during operation, shall never exceed the raw emission rate set forth in the Proposal;
- d. the Purchaser's equipment shall be operated within the temperature limits stated in the Proposal;
- e. the Purchaser's equipment, during operation, shall never exceed the exhaust flow rate stated in the Proposal;
- f. the Purchaser will operate the equipment during any emissions test, whenever the plant is subject to emission limit values, or otherwise at any time during which emissions are subject to regulation and monitoring in a way that the engine emissions & temperature are as stated in the Proposal and:
 1. the concentrations of NO_x (with NO/NO₂ ratio which shall not be less than 0.5), CO, VOC/NMHC, O₂, PM_{2.5} will not fluctuate more than 2% from the Proposal value or will not fluctuate by more than 20% relative to the guaranteed emission level, whichever of the two limits is the stricter. In addition, the rate of any such fluctuations shall not exceed the capacity of the control system to properly regulate the reagent dosing rate; and,
 2. the exhaust flow rate will not fluctuate more than 2% from the Proposal value; and
 3. the exhaust temperature into the catalyst will not fluctuate more than 10°C from the Proposal value; and
 4. exhaust concentration, flow rate and temperature shall be measured using EPA test methods or equivalent as applicable in the jurisdiction of installation of the system stated in the Seller's Installation, Operation and Maintenance manual (or other method mutually agreed upon in writing);
 5. unless stated otherwise in the Proposal, guaranteed emissions are defined as the 60-minute average values measured by stack testing performed under steady-state engine operating conditions, at the specified operating conditions and with all relevant parameters stabilized within the limits set out above.
- g. For catalyst applications in gas turbine, HRSG, and industrial boiler systems:
 1. Seller's guarantee requires that the variation in exhaust gas velocity distribution at the entrance plane of the Catalyst be less than $\pm 15\%$ of the average. Measurement methods shall characterize the gas path in accordance with EPA Test Methods #1 and #2 or equivalent as applicable in the jurisdiction of installation of the system.
 2. Seller's guarantee requires that the variation in exhaust gas concentration distribution at the entrance plane of the Catalyst be less than $\pm 15\%$ of the average. Measurement methods shall characterize the gas path in accordance with EPA Test Methods #1, #3 and #320 or equivalent as applicable in the jurisdiction of installation of the system.
 3. Seller's guarantee requires that the variation in exhaust gas temperature distribution at the entrance plane of the Catalyst be less than ± 25 degrees Fahrenheit (14 degrees Celsius). Measurement locations shall characterize the gas path in accordance with EPA Test Method #1 or equivalent as applicable in the jurisdiction of installation of the system.
 4. See Seller's Catalyst guarantee for Combustion Turbines and Boilers for additional information on these and other important limitations.
- h. Chemical Contamination. Certain compounds present in engine exhaust are known to be catalyst de-activators and contribute to shortened catalyst life. Hence, the presence of these contaminants in the catalyst shall not accumulate to a level that exceeds the guarantee limits shown in the Installation, Operation and Maintenance Manual. The reference standard method for determining the identity and quantity of these compounds on catalyst is ICP-OES (inductive couple plasma - optical emissions



spectroscopy), glow discharge mass spectrophotometry or other analytical method approved by the Seller to provide the required selectivity and sensitivity. The presence of contaminants in excess of these levels shall void this guarantee.

- i. Diesel Particulate Filter Products shall be operated and maintained at all times in accordance with the Seller's written instructions including:
 1. for Passive Diesel Particulate Filter Product - the most recent version of the Seller's "Guidelines for the Successful Operation of Diesel Particulate Filters"; or
 2. for Active Diesel Particulate Filter Components included with AT-IV, the most recent version of the AT-IV Operations and Maintenance Manual.
 3. In-field testing of particulate (PM) with use of a MIRATECH DPF should be conducted with a certified and calibrated Opacity meter, (such as the Red Mountain Smoke Check 1667) or according DIN EN 13284-1 as applicable. The engine should be tested at idle after an initial warm up period. Test samples should be below 5% measured at the atmospheric outlet of the exhaust.

Emissions levels, temperature and flow rates from Purchaser's equipment and the Product discharge point shall be tested at the Purchaser's expense, in accordance with a mutually agreed test procedure and protocol consistent with accepted industry practices.

Purchaser will operate the engine, or cause the engine to be operated by others, other than the Seller, at no cost to and for the benefit of the Seller in order for the Seller to make adjustments and modifications to the Product.

5. Notification of Potential Guarantee Claim

Purchaser is required to notify the Seller in writing of the specific defect or any suspected non-achievement of the emission levels defined in the Proposal, and provide Seller with complete documentation of the defect and satisfaction of all conditions as listed in section 4 above. Purchaser must notify Seller of any potential guarantee claim within five (5) calendar days from the time the Purchaser or anyone else acting on its behalf, has a reasonable basis to believe a potential guarantee claim exists. Customer shall provide notice in writing to info@miratechcorp.com.

6. Investigation of Guarantee Claim

Once Purchaser provides Seller with notice of a potential guarantee claim, Purchaser shall provide the Seller with reasonable access to the Product and to the complete documentation relevant to the suspected guarantee claim (e.g. testing report, log sheets, etc.) for the purpose of conducting an investigation into the Purchaser's guarantee claims. This may, at the discretion of the Seller, include on-site inspection of the Product, verification testing, or catalyst testing. Purchaser shall not interfere with Seller's investigation into Purchaser's guarantee claim. Nor shall Purchaser take any action that either damages any portion of the Product or compromises the Seller's ability to conduct its investigation.

Seller's investigation shall be performed at its expense. If, however, the results show there is no basis for a guarantee claim then the Purchaser shall be responsible for any and all costs and expenses associated with Seller's investigation.

7. Guarantee Disclaimer

SELLER MAKES NO OTHER GUARANTEE OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THE GUARANTEE AS DESCRIBED IN THE PROPOSAL AND THESE GENERAL LIMITED GUARANTEE- TERMS AND CONDITIONS.



8. Force Majeure

Seller shall not be responsible for, and shall not be in default hereunder, in the event of any delay or failure to perform any services, or deliver any products or resolve any guarantee claims, if due directly or indirectly to any unforeseeable and unavoidable external cause beyond the reasonable control of Seller that prevent the Seller, through no fault of his own, from conducting its obligations under the guarantee, including by way of illustration and not by way of limitation, strikes, accidents, acts of God, acts of war, weather conditions, action or inaction of any governmental or other proper authority or other causes beyond Seller's control.

9. Non-Transferability

The guarantee granted to the Purchaser may not be transferred by the Purchaser to any third party without Seller's prior written consent.

10. Governing Law and Jurisdiction; Versions

This guarantee is governed by the laws of Germany with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

If the Purchaser is a merchant, a legal entity governed by public law or a special fund governed by public law, or if the Purchaser has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the guarantee shall be, at the Seller's discretion, either Frankfurt am Main or the Purchaser's registered office.

In the event of any discrepancy between the German and the English version, the English language version shall prevail.