

Required Proposal & Contract Language

The following language must be included in all injection proposals and contracts to circuit owners.

For Ultrinium™ 732 fluid applied to any cable with 19 or more strands:

ULTRINIUM™ UNCONDITIONAL 40-YEAR WARRANTY

For 40 years after injection with Ultrinium 732 of a cable with 19 or more strands, if Customer is not satisfied with the service delivery or performance, Customer will be provided a cash refund for the full original price paid, as reflected in the Novinium Warranty Invoice a copy of which is attached to each invoice, for the treated Segment.

To make a claim, the Customer shall provide Novinium with a completed Novinium Warranty Claim form and a Novinium® warranty tag, if it is easily available. The warranty tag identifies the Segment of cable that has failed, or that is otherwise unsatisfactory to the Customer. A Segment of cable is the length between two terminations, and is identified with a unique 8-digit number at each termination with a pair of Novinium warranty tags. For the first year of the 40 year warranty period the refund will be made by Novinium. After the first year and until the warranty period has expired the refund will be made by Novinium Warranty Trust (NWT). The claim form and information about the irrevocable NWT is available at www.novinium.org.

THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR WARRANTY CLAIMS WILL BE A CASH REFUND EQUAL TO THE FULL ORIGINAL INSTALLATION PRICE FOR THE NOVINIUM SERVICE. NOVINIUM SHALL NOT BE LIABLE FOR ANY ADDITIONAL DAMAGES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIMS, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY AND BREACH OF CONTRACT.

THIS WARRANTY AND EXCLUSIVE REMEDY ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES OR REMEDIES, WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED, AND NOVINIUM HEREBY EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF NOVINIUM IS AUTHORIZED TO GRANT ANY WARRANTY THAT IS GREATER OR DIFFERENT THAN THIS WARRANTY.

NOTE: NOVINIUM requests that if the cable has experienced a dielectric failure, the Customer supply the failed portion of the Segment to NOVINIUM for complimentary failure analysis. NOVINIUM uses the failure analysis to refine the Ultrinium rejuvenation chemistry and injection process.

AGREED AND ACCEPTED:

For Novinium Inc. & Novinium Warranty Trust

CUSTOMER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

For Perficio™ 011 fluid applied to lightly loaded cables in mesic or cooler soils, or Ultrinium™ 732 fluid applied to 7-strand cables:

ULTRINIUM™ & PERFICIO™ UNCONDITIONAL 20-YEAR WARRANTY

For 20 years after injection with Ultrinium 732 fluid into a cable with less than 19 strands or after injection with Ultrinium 221 fluid into any lightly loaded cable in mesic or cooler soils, if Customer is not satisfied with the service delivery or performance, Customer will be provided a cash refund for the full original price paid, as reflected in the Novinium Warranty Invoice a copy of which is attached to each invoice, for the treated Segment.

To make a claim, the Customer shall provide Novinium with a completed Novinium Warranty Claim form and a Novinium® warranty tag, if it is easily available. The warranty tag identifies the Segment of cable that has failed, or that is otherwise unsatisfactory to the Customer. A Segment of cable is the length between two terminations, and is identified with a unique 8-digit number at each termination with a pair of Novinium warranty tags. For the first year of the 20 year warranty period the refund will be made by Novinium. After the first year and until the warranty period has expired the refund will be made by Novinium Warranty Trust (NWT). The claim form and information about the irrevocable NWT is available at www.novinium.org.

THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR WARRANTY CLAIMS WILL BE A CASH REFUND EQUAL TO THE FULL ORIGINAL INSTALLATION PRICE FOR THE NOVINIUM SERVICE. NOVINIUM SHALL NOT BE LIABLE FOR ANY ADDITIONAL DAMAGES OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY CLAIMS, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY AND BREACH OF CONTRACT.

THIS WARRANTY AND EXCLUSIVE REMEDY ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES OR REMEDIES, WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED, AND NOVINIUM HEREBY EXPRESSLY DISCLAIMS ANY OTHER EXPRESS WARRANTY AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF NOVINIUM IS AUTHORIZED TO GRANT ANY WARRANTY THAT IS GREATER OR DIFFERENT THAN THIS WARRANTY.

NOTE: NOVINIUM requests that if the cable has experienced a dielectric failure, the Customer supply the failed portion of the Segment to NOVINIUM for complimentary failure analysis. NOVINIUM uses the failure analysis to refine the Ultrinium rejuvenation chemistry and injection process.

For Novinium Inc. & Novinium Warranty Trust

CUSTOMER

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____