

SCHEDULE 4

DYMAC LIMITED WARRANTY

DyMac Global Limited (“**The Manufacturer**”) warrants that the fuel tank and Replacement Parts (as defined in clause 1 of the distributorship agreement between the Manufacturer and the Distributor (“**the Agreement**”)), purchased from the Manufacturer (**together, the “Products**”) are free from defects in material and workmanship for a period of three (3) years for the tank itself and 1 year for paintwork (all bought in items subject to available warranty for those individual components from their individual suppliers) from the date of delivery of the Products to the retail purchaser or end-user of the Product (“**Warranty Period**”), provided always that the Warranty Start-up Information form has been completed to the satisfaction of the Manufacturer and are received by the Manufacturer prior to the occurrence of an event giving rise to a valid Warranty Claim (as defined below) (“**Limited Warranty**”).

If the Distributor seeks to exercise this Limited Warranty, the Manufacturer must receive written notice of a warranty claim (“**Warranty Claim**”) within the Warranty Period, sent to the Manufacturer at: DyMac Global Limited, Trumps Farm, Kitsmead Lane, Longcross, Chertsey, Surrey KT16 0EF

The Products subject to the Claim must be made available for inspection to the Manufacturer at any place and time as designated by the Manufacturer.

For a Warranty Claim to be valid (“**Valid Warranty Claim**”), the Manufacturer must determine (in the Manufacturer’s absolute discretion) that the Products subject to the Warranty Claim were defective in material or workmanship in the manufacturing process. If the Manufacturer determines there to be a Valid Warranty Claim, the Manufacturer shall repair or replace (in the Manufacturer’s absolute discretion) the defective Products within a reasonable time thereafter at no charge.

This Limited Warranty shall be the only warranty, express or implied, in respect of the Products.

EXCEPT WHERE THE DISTRIBUTOR IS DEALING AS A CONSUMER (AS DEFINED IN SECTION 12 OF THE UNFAIR CONTRACT TERMS ACT 1977 AND/OR REGULATION 3(1) OF THE UNFAIR TERMS IN CONSUMER CONTRACTS REGULATIONS 1999), ALL OTHER WARRANTIES, CONDITIONS OR TERMS RELATING TO FITNESS FOR PURPOSE, QUALITY OR CONDITION OF THE PRODUCTS, WHETHER EXPRESS OR IMPLIED BY STATUTE OR COMMON LAW OR OTHERWISE ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTHING IN THIS LIMITED WARRANTY EXCLUDES OR LIMITS (OR PURPORTS TO DO SO) THE LIABILITY OF THE MANUFACTURER FOR ANY MATTER WHICH IT WOULD BE ILLEGAL FOR THE MANUFACTURER TO EXCLUDE OR ATTEMPT TO EXCLUDE ITS LIABILITY INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING:

- FOR DEATH OR PERSONAL INJURY CAUSED BY THE MANUFACTURER’S NEGLIGENCE; OR
- UNDER SECTION 2(3) OF THE CONSUMER PROTECTION ACT 1987; OR
- FOR FRAUD OR FRAUDULENT MISREPRESENTATION.