CENTURY PERFORMANCE GUARANTEE

1. **Limited Warranty.** Perlick warrants to Buyer that:

    a. Every Perlick Century System ("***Century System***") will ensure that beer
        i. Is poured with a CO2 content of −2.75 vol/vol
        ii. is poured with an alcohol content of 4.2 ABV +/− 0.2 ABV
        iii. pours clear at a flow rate of 124 oz/min +/− 5 oz/min;
        iv. pours at 38 degrees Fahrenheit, +/− 2 degrees when the cooler is maintained at 36 +/− 2 degrees Fahrenheit
        v. produces a 3/4" to 1" foam head when poured in a manner consistent with Brewers Association best practices using clean glassware (as defined below), will (collectively, "***Specifications***").

    b. For a period of five (5) years from the date of installation of the Century System (the "***Warranty Period***"), the Century System will materially conform to the Specifications as of the date of installation and will be free from significant defects in material and workmanship.

    c. For a period of five (5) years from the date of installation, any defective part of a Century System will be replaced at no charge to Buyer, FOB Perlick's factory.

    d. For a period of five (5) years from the date of installation, Perlick will pay for the cost of any labor required to repair or replace any defective Century System at a standard rate.

2. **Warranty Limitations:** The warranties under Section 1 do not apply where the Century System has:

    a. Been installed by anyone other than a Certified Perlick Installer, per Perlick's quotation;

    b. Been subjected to abuse, misuse, neglect, negligence, accident, improper maintenance, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Perlick or the Certified Perlick Installer, including without limitation, failure to maintain the Century System according to industry standards including proper line cleaning and Power Pak condenser cleaning; and seasonal shut downs and startups per Perlick specifications.

    c. Been reconstructed, repaired, or altered by anyone other than Perlick or its Certified Perlick Installer; or

    d. Been used with any third-party product, hardware or product that has not been previously approved in writing by Perlick.

3. **Brewers Association Best Practices.** For purposes of this Performance Guaranty, Brewers Association best practices for pouring beer are as follows:
    a. Place standard beer-clean pint glass free of visible soil, marks, and foam killing residues or lingering aromatics glass at 45° angle, one inch below faucet. Glassware temperature should be 41 degrees Fahrenheit +/- 3 degrees.
    b. Do not let glass touch faucet. Open faucet.
    c. After glass is half full, gradually bring glass to upright position.
    d. Let remaining beer run straight down the middle. This ensures proper release of CO2, resulting in a 3/4" to 1" foam head.
    e. Close the faucet completely and quickly.

4. **Buyer's Exclusive Remedy for Defective Century System.** This Performance Guarantee contains Buyer's exclusive remedy for defective Century System performance. Buyer's remedy under this Performance Guarantee is conditioned upon Buyer's compliance with its obligations under Section 4(a) and 4(b) below. During the Warranty Period, with respect to any alleged defective performance of the Century System:
    a. Buyer shall notify Perlick, in writing, of any alleged claim or defect within 10 business days from the date Buyer discovers, or upon reasonable inspection should have discovered, such alleged claim or defect (but in any event before the expiration of the applicable Warranty Period);
    b. Buyer shall make the Century System available for inspection and testing by Perlick;
    c. If Perlick's inspection and testing reveals, to Perlick's reasonable satisfaction, that such Century System is defective, and any such defect has not been caused or contributed to by any of the factors described under Section 2, Perlick shall in its sole discretion, and at its expense, (i) repair or replace such Century System, or (ii) credit or refund the price of such Century System, less any applicable discounts, rebates or credits; and
    d. Buyer has no right to return for repair, replacement, credit, or refund any Century System except as set forth in this 4. In no event shall Buyer reconstruct, repair, alter, or replace any Century System, in whole or in part, either itself or by or through any third party, or this Performance Guarantee shall be void and of no effect.

THIS PERFORMANCE GUARANTEE SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND PERLICK'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 1.

5. **Disclaimer:** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN Section 1, PERLICK MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CENTURY SYSTEM, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
6. **No Liability for Consequential or Indirect Damages.** NEITHER PERLICK NOR ITS REPRESENTATIVES IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS PERFORMANCE GUARANTY OR BREACH OF WARRANTY, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PERLICK WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITH STANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.