



# CleanTech<sup>®</sup> ELF-C

**INSTALLATION AND OPERATION MANUAL**



# CLEANTECH® ELF-C

Station

*Automated Hand and Glove Cleansing Station*

## INSTALLATION AND OPERATION MANUAL

**Manufactured by:**

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**WARNING: The performance and effectiveness of CleanTech® Stations have been extensively tested when using solutions provided by Meritech Systems, LLC. Satisfactory performance or effectiveness cannot be guaranteed when other solutions are used.**

**FAILURE TO USE MERITECH SYSTEMS, LLC SUPPLIED CHEMICALS WILL VOID ANY AND ALL WARRANTIES.**

**May 20, 2021**

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## Introduction

Thank you for selecting the CleanTech® ELF-C Automated Hand Cleansing Station as a component in your handwashing regimen. We designed this Station to provide your facility with an automated, turnkey Station that meets or exceeds your handwashing requirements for compliance, standardization, and effectiveness.

This manual describes everything you will need to properly site, install and maintain your Station. The CleanTech® ELF-C will connect to your standard hot and cold-water lines and drain. A more detailed description of the installation procedure can be found in the Installation Guide of this manual.

Select an area for installation that encourages frequent use in your facility. We recommend positioning the Station near the main work area, lunch facilities, restroom facilities, and close to the entrance and exit doors. Station below is shown with custom cabinet.



**ELF-C Station shown in a Custom Cabinet (cabinet not included)**

## Overview

### Achieving the Optimum Wash

The CleanTech® ELF-C Station provides a no-touch, completely automatic hand wash by sequentially delivering handwashing solution and water in a stimulating spray to the hands or gloves from fingertips to wrist. The Station uses the Ultrapure hygiene solution and water to remove 99.9% and greater pathogens from the hands or gloves. The Station can also remove particles, sodium's, and other contaminants. The standard Station configuration is 12 seconds which consists of a wash cycle using hand washing solution that clean and sanitize and a potable water rinse cycle. A helical configuration of jet nozzles located within the two rotating cylinders is used to spray the mixture of solutions and pressurized water onto the hands followed by a potable water rinse.

To minimize cross-contamination, an infrared photo optical sensor positioned directly above the cylinders automatically senses the presence of your hands when they enter the cylinders. To trigger a wash cycle, it will not be necessary to touch any part of the Station; simply insert your hands into the cylinders.

One complete hand wash cycle will automatically dispense the appropriate volume of hygiene solution followed by a potable water rinse. The minimum time interval between user cycles is approximately 2 seconds.

## Facility Installation Instructions

### In-Counter:

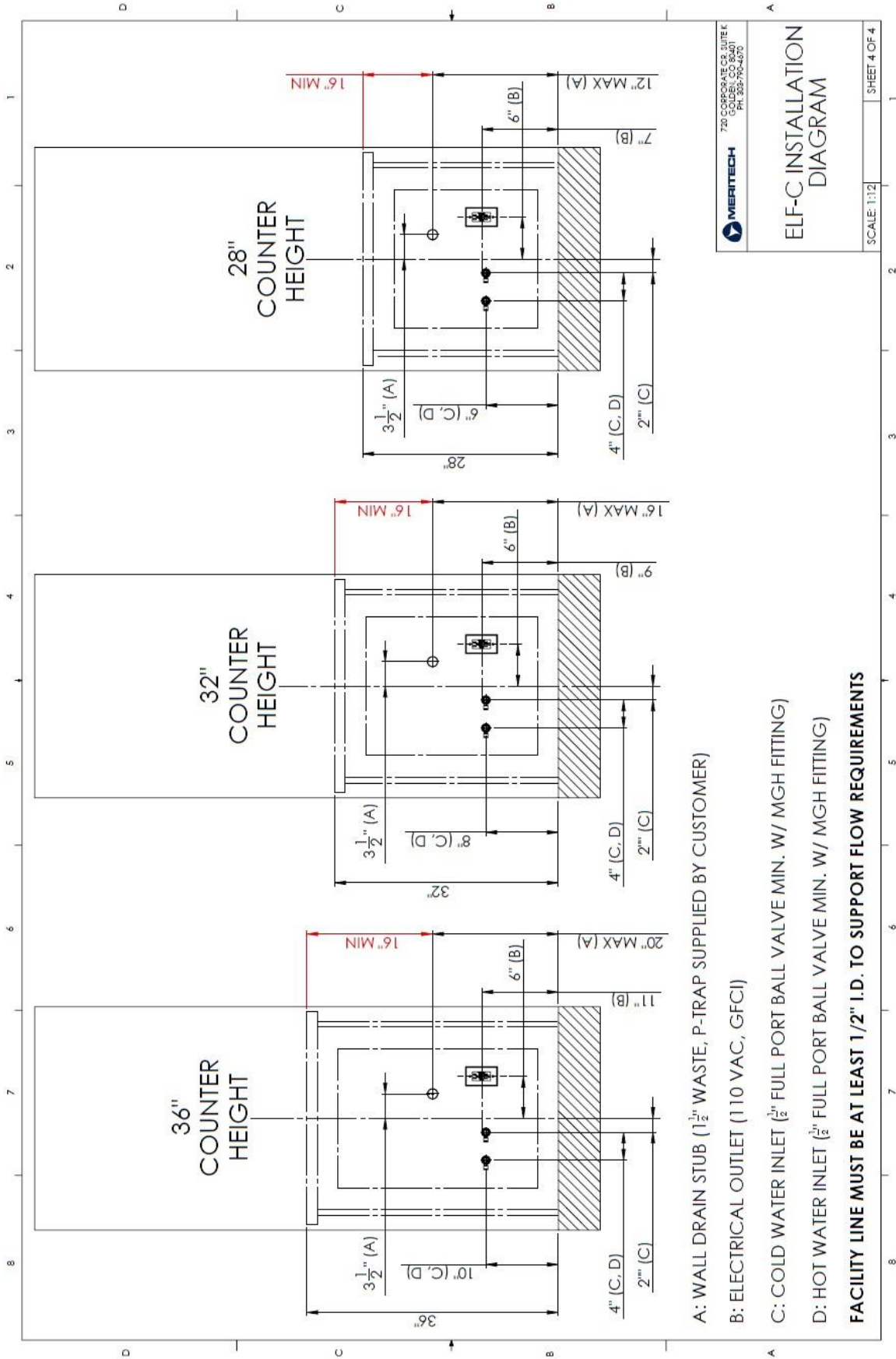
The ELF-C station can be installed in any type of countertop material and the station has a stainless-steel trim ring mounted to the unit. The Trim ring is not used when installed in the optional stainless-steel cabinet.

1. Remove the Counter cut-out template from packaging.
2. Place template on top of counter at desired location with the round portion of the template facing the front of the counter and the 2 tap cutouts towards the back. When placing template on counter insure there is a 2" minimum clearance front and back and a 2 ½" minimum clearance on the sides around the cutout above and below counter. Also make certain that the centerline of the template is no more 3 – 3 ½" offset to either the left or right side of the drain centerline maximum for proper drain alignment and P-trap fitment. The top of counter must be a minimum of 16" above the wall drain. Trace the outline of the template onto the countertop.
  - a. Additional Notes:
    - i. **Insure when Station is in counter that there is 2 ½" minimum clearance on both sides of the Station above and below the counter for accessibility to the inside of the Station.**
    - ii. **See drawings on the following pages of this manual for further instructions.**
3. Cut out counter using appropriate tools and wearing the proper PPE and following safety procedures.
4. Run a ¼" bead of clear of silicone ½" away from the entire counter cutout.
5. Slowly lower the hand-wash unit into the counter opening and press down to around the edges of the plate so the silicone sticks to the countertop and the ELF-C trim ring. Verify station is square with the cabinet countertop front lip.
6. Center the unit in the opening.
7. Run a bead of silicone caulk (color of your choice) around the outside the trim ring and the countertop and allow time for it to cure and hold the station in place.
8. Connect the hot/cold supply and drain lines. **Do not hard pipe to water inlets of the Station – Use flexible hoses.** Plug in power cord. Install hand hygiene solution per instructions.
9. Turn water on and inspect for leaks.
10. Run 2-5 hand washes to prime Station. Station is now ready for operation.

### **CAUTION: Do not ground metal chassis during installation or operation.**

Consult local and national codes: conformity and compliance to local and national codes is the responsibility of the installer.

# New Construction Rough-In Diagram



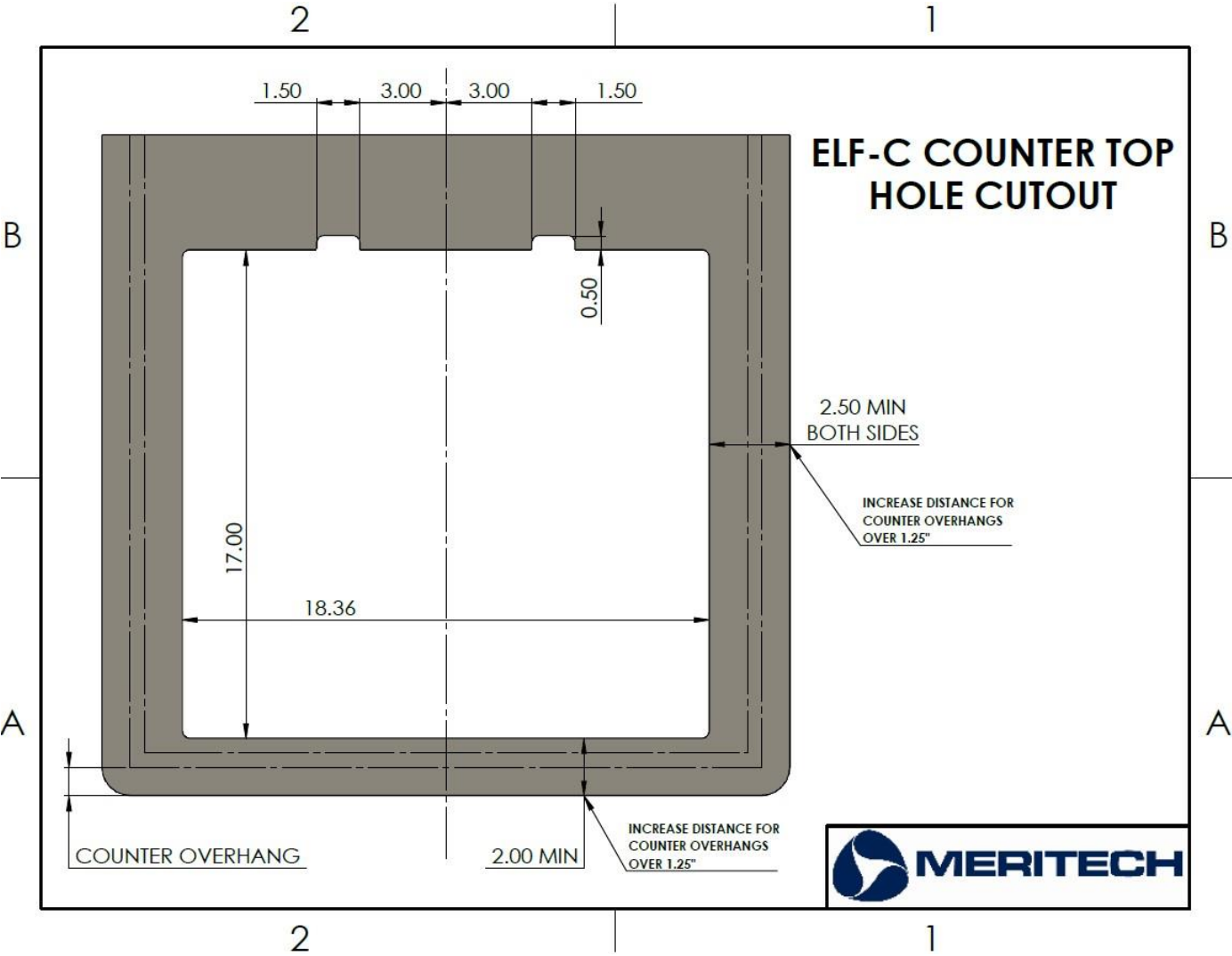
**MERITECH**  
 720 CORPORATE CS, SUITE K  
 GOLDEN, CO 80401  
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**ELF-C INSTALLATION  
 DIAGRAM**

SCALE: 1:12      SHEET 4 OF 4

- A: WALL DRAIN STUB (1 1/2" WASTE, P-TRAP SUPPLIED BY CUSTOMER)
  - B: ELECTRICAL OUTLET (110 VAC, GFCI)
  - C: COLD WATER INLET (1/2" FULL PORT BALL VALVE MIN. W/ MGH FITTING)
  - D: HOT WATER INLET (1/2" FULL PORT BALL VALVE MIN. W/ MGH FITTING)
- FACILITY LINE MUST BE AT LEAST 1/2" I.D. TO SUPPORT FLOW REQUIREMENTS**

# New Construction Rough-In Diagram





## Who to call if you need help

The CleanTech® ELF-C connects easily to your existing hot and cold-water lines using standard 3/4 inch "garden hose" style fittings. These fittings were chosen because they are commonly available, very reliable and can be disconnected quickly. You will also need a grounded 120V electrical outlet, and a standard 1 1/2" drain line.

If these hook-ups are not readily available, you will need to consult with your commercial plumber or electrician. Because of the different building codes and licensing regulations, Meritech cannot accept responsibility for providing plumbing and electrical modifications to your facility, however, the Meritech representative will be happy to provide the necessary guidance to ensure a correct installation. Follow the instructions in the installation guide of this manual for further installation information.

Consult local and national codes: conformity and compliance to local and national codes is the responsibility of the installer.

**IF YOU SHOULD EXPERIENCE ANY DIFFICULTY OR ARE UNSURE ABOUT THE  
INSTALLATION PROCEDURE, WE ENCOURAGE YOU TO CONSULT  
IMMEDIATELY WITH MERITECH SYSTEMS, LLC.**

**Manufactured by:**

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## The Hand Cleansing Cycle

Check all water hook-ups to ensure they are open and not leaking. Plug the power cord into an outlet and verify power on (the Compliance Monitor will be illuminated). The Station is ready for handwashing.

Solution will be drawn from the solution container (1-gallon) installed on the wall near the station. When the Solutions container is empty the "RED" LED on the top of the station will illuminate. Replace the container per the instructions in this manual. No handwash solution will be used if the container is empty.

### **FOLLOWING THIS PROCEDURE WILL ENSURE THE MOST EFFECTIVE WASH IN THE SHORTEST PERIOD OF TIME**

- 1 To initiate a cycle, stand directly in front of the Station and place your hands simultaneously into the center of each cylinder.
- 2 The wash cycle automatically triggers as your hands enter the cylinders. Position your hands at a depth so the outer most ring of the water spray covers the wrist.
- 3 You will receive the most effective dispersal of the antimicrobial wash if you relax, center your hands within the cylinders and spread your fingers slightly. It is not necessary to touch the cylinder walls.
- 4 Allow your hands to remain in the cylinders until they stop turning indicating the wash cycle has been completed. Shake hands in cylinders to remove excess water droplets, remove and dry.

**NOTE: The infrared photo optical sensor will not reset for the next cycle until the hands are removed.**



## Helpful Pointers for Trouble Free Operation

Avoid touching or resting your hands and forearms on the blue cylinders themselves. If you apply pressure to the cylinder walls, the cylinders have been designed to slow their rotation and will resume normal speed once you have stopped impeding their rotation.

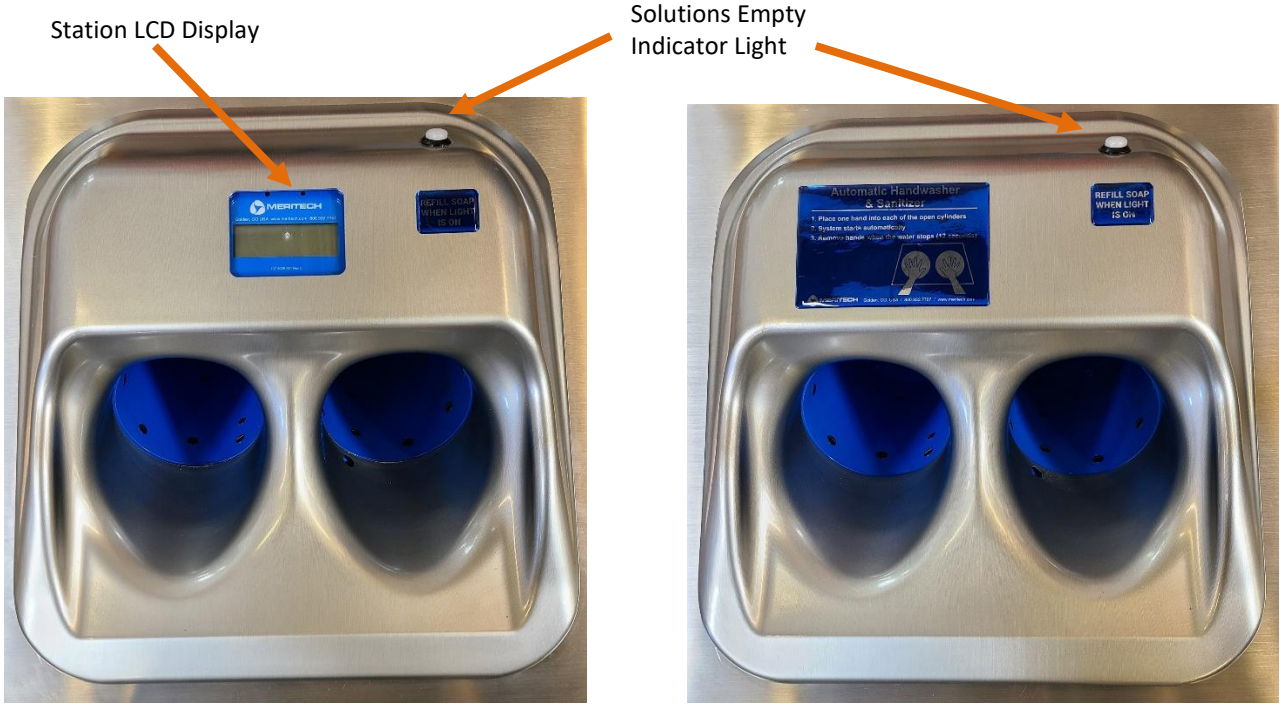
Occasionally you may encounter a condition where you have placed your hands into the cylinders, but nothing happens. This condition generally occurs when the next cycle is requested before the previous wash cycle is completed. To reset the cycle, simply remove your hands, wait for 3 seconds, and reinsert your hands into the cylinders.

During periods of infrequent use, the water temperature may cool. This will have no effect on the antimicrobial quality of the wash you will receive, the cleansing solution works properly through a broad range of temperatures. The period of time for the warm water to return to the cylinders will depend on the distance of the hot water source from the Station. In extreme cases or in cold environments it may be beneficial to have a booster water heater near the Station.

The Series ELF-C has been designed to be left in the power "on" mode over normal periods of operation. During extended periods of time (a month or longer) when the Station will not be used, we recommend removing the solution container, placing the pick-up tube from the solution container, into a container of hot water and running several hand washes cycles. This will flush the lines of solutions, which tend to thicken significantly with time and may clog the Station. After flushing the lines, close the facility water shut-off valves and unplug the Station.

## Top Cover Indicators

The CleanTech ELF-C Station is equipped with an LCD display and solutions empty indicator light. The station has a display that will indicate; date, time, cycle count, station status (ready, washing, complete, solutions empty) and has a solution empty indicator light that will illuminate RED when solutions are empty. See photos below for various top cover indicators.



Station Shown without Display on top cover. Public venue installations will be manufactured this way. Display is located below in cabinet.



# Top Cover Indicators/LCD Display - Continued

Washing Status



Wash Complete Status



Remove Hands After a Wash is Complete



Solutions Empty



## Detailed Station Reference

### Water and Temperature Controls

The CleanTech® ELF-C blending valve opens or closes the hot water inlet to attempt to achieve 105°F (unless calibrated differently) blended water temperature. This temperature is dependent upon the hot and cold-water inlet temperatures and pressures from the facility.

Hot water is **NOT** manufactured by the CleanTech® Station. If facilities hot water is not 135°F or greater, the CleanTech® Station may not be able to achieve the recommended 105°F hand wash temperature. In cold rooms where the hot water loses its heat through the hot water pipe and cold-water temperature is extremely low, it may be necessary to have a booster heater located near the CleanTech® Station. CleanTech® Stations are not compatible with instantaneous or tankless water heaters. For specific application assistance, contact Meritech at 1-800-932-7707.

Consult with local plumbing authorities for proper connections and installation requirements. The customer installed hot and cold-water control shut-off valves should be located near the Station. These valves control the supply of water from the main water lines to the Station. If you detect a water leak, close both the hot and cold water shut-off valves and unplug the Station.

### Cylinder Rotation

The wash cylinders are made of an ABS plastic and can be slowed at any time by placing light pressure on the cylinder walls. This feature has been designed in to ensure safe operation at all times.

Do not worry if large pieces of debris fall into the cylinders. The bottom of the cylinders will act as a trap. Simply wash your hands as normal and then at the completion of the handwash cycle, reach in and remove the debris. Smaller pieces of debris will fall through the cylinder and out through the Station drain.

### Solution Delivery

During each wash cycle, approximately 5 – 7 ml (or as specified) of antimicrobial solution is aspirated from its container and delivered to the hands through the jet nozzles located in the walls of the cylinders and mixed at the correct part per million 200-300 ppm. The CleanTech® ELF-C ensures the uniform delivery and dispersal of the antimicrobial solution mixed with water at the adequate water pressure to the Station. At least 40-PSI dynamic (during water flow) inlet water pressure is required.

The handwash cycle consists of a wash and potable water rinse. The wash portion of the cycle mixes cleansing and sanitizing solution with water followed by a potable water rinse. The cycle length is normally 12 seconds but can be programmed over a wide timing range. All Station programming is done either at the factory or by an authorized Meritech technician. **DO NOT ATTEMPT TO PROGRAM OR REPROGRAM YOUR STATION.**

Once you have installed a new solutions container; run 2-5 handwashes to re-prime the solutions line. You can expect approximately 750 washes per gallon container when the Station is calibrated to deliver 5 ml approximately per wash. When the solutions container is “EMPTY” the stations LCD display will display “EMPTY” and the solutions Empty indicator light will illuminate “RED”



## Changing Solution Container

### Installing a New Container

The solution container can be installed quickly and easily. Each case of solutions contains 4-gallons of Hygiene Solutions and two solution tube assemblies (each assembly consists of a cap, tube barb with tube). Follow these steps for all installations:

1. Unscrew the protective cap from the new 1-gallon solutions container and discard.
2. Place the new container in the solutions basket hanging on the wall.
3. Install the pickup tube assembly from the Station into the new container and tighten cap.
4. After installing the new solutions container, run 5 handwashes to re-prime the solutions line and empty indicator light is no longer illuminated.

**FOR FURTHER ASSISTANCE CHANGING THE SOLUTIONS CONTAINERS, REFER TO THE SOLUTIONS REPLACEMENT DIAGRAM LOCATED ON PAGE 15 OF THIS MANUAL OR THE DIAGRAM FOR THE OPTIONAL 2 ½ GALLON CONTAINER ON PAGE 16 OF THIS MANUAL.**

### Removing an Empty Container

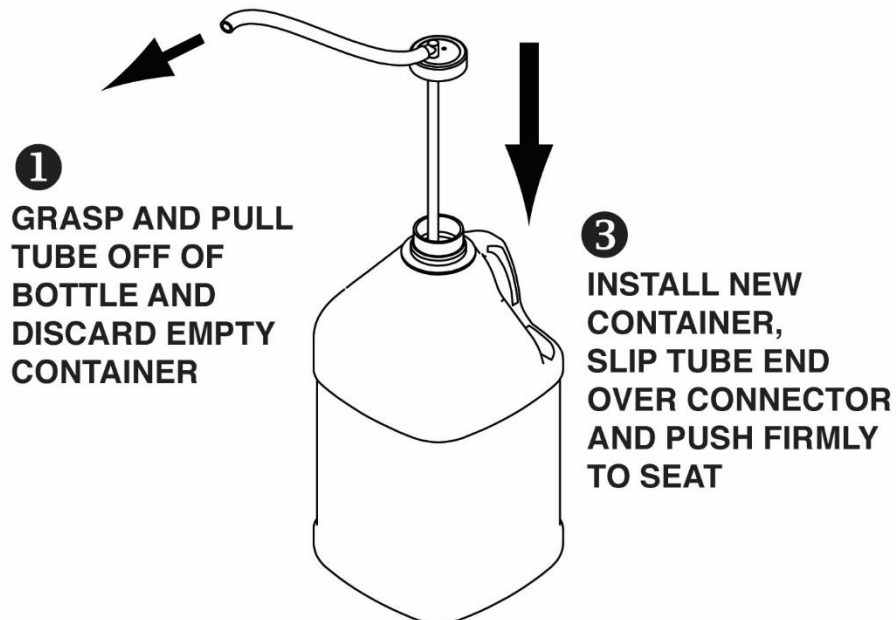
1. To remove an empty container, just simply remove the tube assembly from the top of the container and once removed from the basket turn upright to prevent dripping on solutions on the person or floor. **DISPOSE OF CONTAINER ACCORDING TO LOCAL, STATE, AND FEDERAL REGULATIONS.**

## Solutions Replacement Diagram

### 1 - Gallon (4L) Container Solution Replacement Diagram

#### **SOLUTIONS REPLACEMENT INSTRUCTIONS**

**CAUTION: REPLACE SOLUTION CONTAINER  
WITH SAME TYPE OF SOLUTION**



**FOR CUSTOMER SERVICE  
CALL (800) 932-7707**



## Solutions Replacement Diagram – Continued

### Optional 2 ½ - Gallon (10L) Container Solution Replacement Diagram

(This option is not available in 28" height cabinets)

## SOLUTIONS REPLACEMENT INSTRUCTIONS

**CAUTION: REPLACE SOLUTION CONTAINER WITH SAME TYPE OF SOLUTION**

1

LOOSEN CAP & REMOVE TUBE ASSEMBLY FROM EMPTY CONTAINER & DISCARD EMPTY CONTAINER

2

REMOVE CAP FROM NEW SOLUTIONS CONTAINER & DISCARD

3

PLACE NEW CONTAINER IN SYSTEM & INSTALL TUBE ASSEMBLY FROM THE SYSTEM IN THE NEW CONTAINER, TIGHTEN CAP



**FOR CUSTOMER CARE: CALL (800)932-7707  
SERVICE@MERITECH.COM**

## Maintenance

### Weekly:

- Pour, rub, or spray bleach, ammonium chloride, hydrogen peroxide or other hard surface disinfectant into each cylinder to kill any bacteria that may be in the Station or facility drain.
- Clean front surfaces and cylinders with a cleaning agent that removes mineral deposits.

### Quarterly:

- Clean photo optical sensor lenses with water and a clean, soft cloth.
- Remove all solutions bottles. Fill a container with hot water; put pick up tube in the hot water. Run 20-30 hand wash cycles to flush the hot water through the soap lines. Let soak for 15 minutes. Reinstall tube and solutions bottle. Plug Station back in and run Station through (12) hand wash cycles.

### Biannually:

- Unplug Station and close facility water shut off valves. Remove hose fittings from hot and cold-water inlets. Remove water filter screens, rinse clean with tap water and reinstall water filter screens and hot and cold inlet lines. Turn facility water shut off valves on, plug Station in and check for leaks.
- The Station should be serviced by a Meritech technician to perform biannual maintenance.

### As Needed:

- Replace cylinders every 30,000 – 50,000 hand wash cycles or when mineral deposits buildup or water splash out becomes excessive. This should be done by a Meritech technician.

### ADJUSTMENTS:

Adjustments should be made by a Meritech technician. (See page 25 for contact information)

## Installation Guide

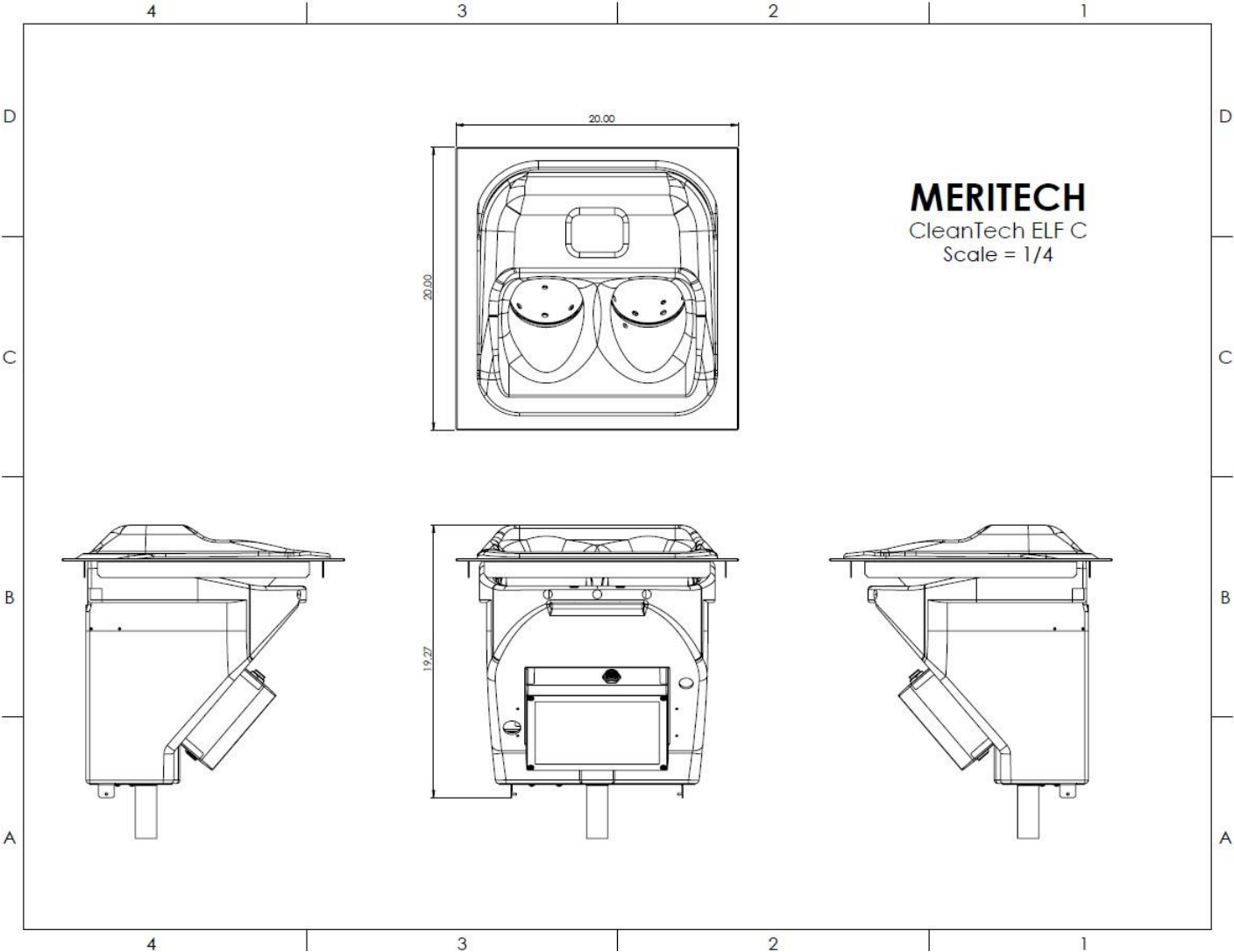
### Installation & First Time Start-up

#### Instructions for installation

- 1 The facility will need to provide the appropriate grounded electrical outlet, hot and cold-water supply lines with shut off valves and standard 3/4" male garden hose fittings for each supply, and a drain connection of 1.5" diameter minimum (see Station specification of this manual for further assistance).
- 2 Connect the facility drain to the Station drain with "P" trap.
- 3 Connect the facility hot and cold lines to the Station hot and cold inlets.
- 4 Install the solution container (see changing solution container section of this manual).
- 5 Apply water pressure by opening the facility supplied inlet valves and check for leaks.
- 6 Plug in the power cord.
- 7 Perform several handwash cycles by blocking the photo optical sensor in the cylinder. Allow enough time for the hot water supply to reach the Station.

**THE UNIT IS NOW READY FOR NORMAL HANDWASH OPERATION**

# Cut Sheet



## Station Specifications

- Features
  - In-Counter Mount, PC/ABS & 304 SST construction, NEMA 4X electronics enclosure
  - Designed for high-use areas (4-5 people per minute)
  - Wipe Clean
  - Fingertips to wrist
  - Optional Automatic 3 AM Counter Reset
- Dimensions
  - 20" width x 20" depth x 19 1/4"
  - 50.8 cm width x 50.8 cm depth x 48.9 cm height
- Weight
  - 34 lbs. (15.4 Kg)
- Shipping Weight
  - 45 lbs. (20.4 Kg)
- Cycle Activation
  - Handwash – Automatic via infrared photo optical sensor
  - Automatic 3 AM Counter Reset Compliance Monitor
- Electrical
  - 100 - 240 VAC 50/60 Hz, 160 Watts – Intl. plugs available
- Solutions Level
  - Solutions Empty LCD display notification
  - Solutions Empty "RED" Indicator LED
- Water Consumption
  - 0.6 gallon (2.3 L) per handwash cycle
- Plumbing
  - 2 – 3/4" male garden hose fitting, hot & cold minimum 4 (15 LPM) GPM flow
  - 40 - 100 PSI (2.8 - 6.9 Bar), 50 PSI (3.6 Bar) optimum water pressure
    - Note: Consult Meritech if connecting more than 2 Station on the same water lines
- Drain
  - Standard 1 1/2" (40 mm) drain stub, P-Trap to be supplied by facility
  - Ideal wall drain height from floor is 18" – 22" (46 - 56 cm)
- Temperature
  - Operating: 10 to 40 °C
  - Storage: -40 to 70 °C
- Relative Humidity
  - Operating: 30 to 75% rH
  - Storage: 10 to 100% rH
- Atmospheric Pressure
  - Operating: 700 to 1060 hPa
  - Storage: 500 to 1060 hPa
- Maintenance
  - Daily, Weekly, & Quarterly (see maintenance section of this manual)
- Protective Modes
  - Solutions empty notification
  - Current limited motor
- Solutions Storage
  - 1 – 4 (4L) gallon container hand hygiene solution or optional 2 1/2 (10L) gallon container – per station
- Hand Solution
  - Required solutions provided by Meritech

Solutions provided or approved by Meritech (Other solutions may void warranty)

## Station Specifications – Continued

### PATENTS:

CleanTech® Automated Handwashing and Boot washing Stations are protected by the following U.S. Patents: U.S. Pat. No. 5,265,628; U.S. Pat. No. 5,823,447; U.S. Pat. No. 7,607,442; U.S. Pat. No. 7,607,443; U.S. Pat. No. 7,617,830; U.S. Pat. No. 7,641,740; U.S. Pat. No. 7,659,824; U.S. Pat. No. 7,682,464; U.S. Pat. No. 7,698,770; U.S. Pat. No. 7,754,021; U.S. Pat. No. 7,754,022; U.S. Pat. No. 7,757,700; U.S. Pat. No. 7,758,701; and other patents pending.

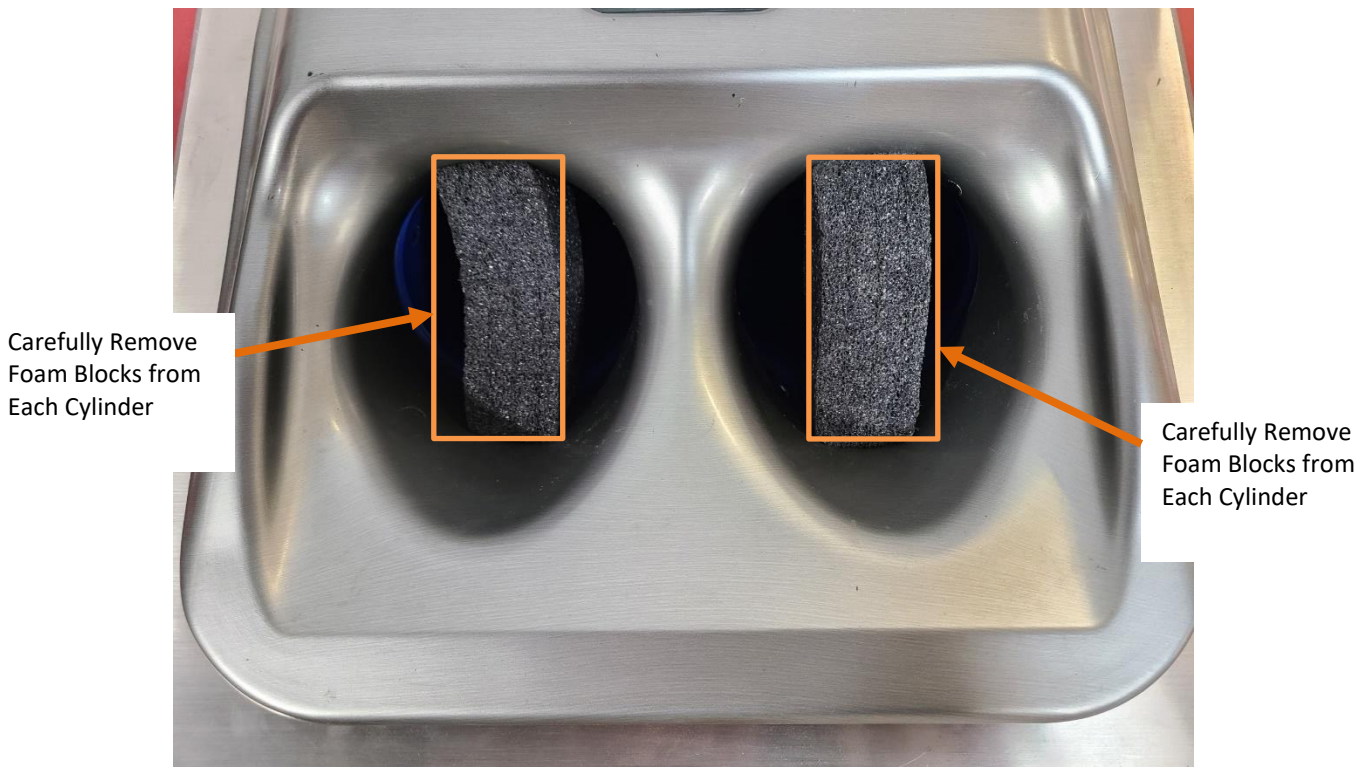
Consult local and national codes: conformity and compliance to local and national codes is the responsibility of the installer.

Specifications subject to change without prior notice.



## Unpacking Instructions

### Preparing Station for Unpacking/Installation



## If External Backflow Prevention is Needed

If your local plumbing code requires or additional backflow prevention is required external to the handwash Station, the following backflow preventers are suitable and approved for use with our Stations. Two units will be required for each Station, one on each the hot and cold inlets.

**Consult local and national codes: conformity and compliance to local and nation codes is the responsibility of the installer. Consult your local plumbing code for specific details for your location and use a certified plumber for proper installation.**

For ANSI/ASSE Standard 1024 applications:



Watts® Series 7C  
Part Number: ¾ H 7C

For ANSI/ASSE Standard 1012 applications:



Zurn/Wilkens Model 760  
Part Number: 12-760

For ANSI/ASSE Standard 1056 applications:



Watt® Series 008PCQT-1/2"

For details or further assistance on these components, please contact Meritech Customer Service 800.932.7707

## Warning Symbols

The following is a description of the symbols used on the CleanTech® ELF-C Station.

 = DANGEROUS VOLTAGE

 = ALTERNATING CURRENT

 = PROTECTIVE EARTH GROUND

 = ATTENTION, CONSULT  
ACCOMPANYING DOCUMENT



## Contacting Meritech

If you have questions about the general use of the CleanTech® Stations, need installation or trouble shooting assistance, or need to purchase additional solution for your Station contact us below.

**Manufactured by:**

Meritech Systems, LLC  
720 Corporate Circle, Suite K  
Golden, CO 80401 USA

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E-mail: [service@meritech.com](mailto:service@meritech.com)



*THE CLEANTECH® ELF-C HAS BEEN DESIGNED TO OPERATE SPECIFICALLY WITH THE HANDWASH SOLUTIONS PROVIDED OR APPROVED BY MERITECH. THEY ARE OF A SPECIFIC CONCENTRATION AND VISCOSITY. WE CANNOT GUARANTEE SATISFACTORY PERFORMANCE NOR WARRANTY THE STATION IF THE CONTAINERS ARE FILLED WITH A DIFFERENT SOLUTION. IN ADDITION, THERE IS ALSO A RISK OF INTRODUCING CONTAMINANTS WHICH WILL BE INCOMPATIBLE WITH THE STATION.*

# Meritech Limited Warranty

## Meritech Limited Warranty

### WARRANTY COVERAGE

“Meritech” refers to Meritech Systems, LLC d/b/a Meritech, the manufacturer of the accompanying product, consumables and accessories sold new by Meritech or an approved distributor of Meritech (collectively, the “Product”). The “Original Purchaser” refers to the original use purchaser of the Product. Meritech’s warranty obligations are limited to the terms set forth in this Limited Warranty. If you purchased a product from someone other than Meritech or an approved distributor of Meritech, or if the product was used (including but not limited to floor models or refurbished product) prior to your purchase, you are not the Original Purchaser and the product that you purchased is not covered by this Limited Warranty.

Meritech warrants to the Original Purchaser that the Product shall be free from defects in materials and workmanship for a period beginning on the date that Meritech ships the Product to the Original purchaser and ending on the date that is twelve (12) months thereafter (the “Warranty Period”) for parts only. This Limited Warranty does not apply to the following: (a) any third-party products or any third-party operating Stations installed in connection with the Product; (b) any component part from which the serial number has been removed or altered; (c) damage or non-functionality that results from (i) failure to follow the instructions that came with the Product, (ii) usage that is not in accordance with the Product instructions, including without limitation, **use of solutions not supplied by Meritech**, (iii) any act of God, vandalism, fire, lightning, smoke, pollution, particulate matter, wind, snow, icing, power surge, electrical power or water abuse, (iv) problems caused by using accessories, parts, or components not supplied by Meritech, (v) failure to perform preventive or proper maintenance, and (vi) servicing not authorized by Meritech; (d) Boot washer or boot scrubber brushes; and (e) any Product for which Meritech has not received payment from the Original Purchaser.

If a defect exists to the Product, the Original Purchaser’s sole remedy is to make a warranty claim within the Warranty Period, and Meritech’s sole liability shall be to, at Meritech’s election: (a) repair the Component Parts at no charge, using new and refurbished parts; or (b) replace the Product with a product that is new or which has been manufactured from new and serviceable used parts and is at least functionally equivalent to the original Product. A replacement part/product assumes the remaining Warranty Period of the original Product or thirty (30) days from the date of replacement or repair, whichever provides longer coverage to the Original Purchaser. When a product or part is exchanged, any replacement item becomes the Original Purchaser’s property and the replaced item becomes Meritech’s property. Any suspected defect shall be subject to inspection and confirmation by Meritech.

To the extent assignable, Meritech assigns to the Original Purchaser all transferable warranties (and remedies extended thereunder) that have been extended to Meritech by the manufacturers of any of the component parts and, after expiration of the Warranty Period, the Original Purchaser agrees to look solely to such manufacturers with regard to any warranty claims and remedies relating to the Product.

### WARRANTY DISCLAIMER

MERITECH’S RESPONSIBILITY FOR DEFECTS IN THE PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT, AT MERITECH’S ELECTION, AS SET FORTH IN THIS LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY AND SUBJECT TO THE FOREGOING, MERITECH DOES NOT MAKE OR EXTEND, AND THE ORIGINAL PURCHASER ACKNOWLEDGES THAT MERITECH HAS NOT MADE OR EXTENDED, AND MERITECH HEREBY DISCLAIMS FOR ALL PURPOSES, ANY AND ALL OTHER REMEDIES, REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE, CONDITION, DESIGN, APPLICATION, NON-INFRINGEMENT, USE AND/OR DURABILITY. IF MERITECH CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN SCOPE TO THE EXTENT POSSIBLE AND IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. No statement, affirmation or other representation, whether by words or action, of Meritech, its agents, employees or representatives that are not explicitly provided in this Limited Warranty shall constitute a warranty.

### LIMITATION OF LIABILITY

Notwithstanding anything herein or otherwise to the contrary, express or implied, Meritech’s liability for any claim or action of any kind arising out of, in connection with or resulting from the manufacture, sale, delivery, resale, use or repair of the Product shall not exceed the total cost of the Product. Meritech shall not be liable for errors, costs, or expenses which may be incurred in its performance of its obligations hereunder which results from Meritech’s reliance upon information furnished by the Original Purchaser. MERITECH SHALL NOT BE LIABLE TO ORIGINAL PURCHASER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LIMITED WARRANTY OR THE PRODUCT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF USE, OR FOR ANY DAMAGES OR SUMS PAID BY THE ORIGINAL PURCHASER TO THIRD PARTIES EVEN IF MERITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply.

### WARRANTY SERVICE AND OTHER TERMS

Meritech reserves the right to make changes or improvements to Meritech’s products, consumables or accessories from time to time without incurring the obligation to install or implement such improvements or changes on products, consumables or accessories previously manufactured.

Meritech shall be under no obligation to sell replacement parts for, or provide maintenance or other services on, any products, consumables or accessories with respect to which this Limited Warranty does not apply, has expired or has otherwise been voided.

This Limited Warranty gives the Original Purchaser specific legal rights and you may also have other rights which may vary from state to state.

To obtain warranty service under this Limited Warranty during the Warranty Period, please contact our service department at 1-800-932-7707 or [service@meritech.com](mailto:service@meritech.com), or visit our website at [www.Meritech.com](http://www.Meritech.com).

# Terms & Conditions of Sale

## Standard Terms and Conditions of Sale For Customers

**SCOPE:** These Terms and Conditions apply to all sales made by Meritech Systems, LLC ("Meritech"), and its Meritech Division. These Terms and Conditions apply in lieu of any course of dealing between the parties or usage of trade in the industry.

**TERMS:** Buyer agrees to pay for the products, including all component parts, specified on this invoice (the "Product") in accordance with the payment terms specified on this invoice. In the event Buyer fails to make any payment to Meritech when due, Buyer's entire account(s) with Meritech shall become immediately due and payable without notice or demand. All past due amounts shall bear interest from the due date until paid at a rate of 18% per annum. If Buyer fails to pay any amounts outstanding within 10 days of such due date, Meritech may elect to enter Buyer's principal place of business and any other location where the Product is located and remove the Product. The costs of such removal shall be borne solely by Buyer, and Buyer shall indemnify Meritech and hold Meritech harmless from any damages or other liabilities arising from such removal. The foregoing remedies are in addition to, and not a substitute for, any other remedies provided for herein or that may otherwise be available to Meritech.

**SHIPMENTS:** All products are shipped F.O.B., point of shipment unless otherwise agreed to in writing by Meritech. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. If Buyer causes or requests a shipment delay, or if Meritech ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Meritech's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

**INSPECTION AND ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within three days following delivery to Buyer. Buyer shall have 7 days from the date Buyer receives the Product to inspect the Product for defects and nonconformance that are not due to damage, shortage or errors in shipping and notify Meritech, in writing, of any defects, nonconformance or rejection of the Product. After such 7-day period, Buyer shall be deemed to have irrevocably accepted the Product and these Terms and Conditions. After such acceptance, Buyer shall have no right to reject the Product for any reason or to revoke acceptance, or to dispute any of these Terms and Conditions. Buyer hereby agrees that such 7-day period is a reasonable amount of time for such inspection and revocation of the Product. Buyer shall have no right to order any change or modification to the Product or service previously ordered by Buyer or its representatives. Specially fabricated or ordered items may not be returned, and no refund will be made. The sole and exclusive remedy for any alleged defect in workmanship or material will be the replacement of the Product subject to Meritech's inspection and limited warranty.

**TAXES:** Buyer shall be liable for the payment of all transaction based taxes including without limitation sales, use, gross receipts, compensating, occupation, privilege, excise or other similar taxes assessed in connection with the purchase and sale of the Product by payment of such taxes to Meritech, or by executing and delivering to Meritech a tax exemption certificate or in those jurisdictions where Meritech is not required to administer the laws and regulations of such jurisdiction, a tax indemnification agreement. Any such tax exemption certificate or tax indemnification agreement shall be in form and substance acceptable to Meritech, in Meritech's sole discretion. Meritech shall have no obligation to pay any taxes, which are Buyer's sole responsibility.

**SECURITY INTEREST:** Buyer hereby grants Meritech, to secure the payment and performance in full of the purchase price for the Product, plus any fees owed hereunder, a continuing security interest in, and pledges to Meritech, the Product (the "Collateral"), wherever located, whether now owned or hereafter acquired or arising, and all proceeds thereof. Buyer represents, warrants, and covenants that the security interest granted herein is, and shall continue to be, a first priority perfected security interest in the Collateral so long as any portion of the purchase price and fees remains unpaid. Meritech's security interest in the Collateral shall continue until the purchase price and fees have been paid in full. Upon such payment in full, Meritech shall release its security interest in the Collateral and all rights therein shall revert to Buyer. Buyer hereby authorizes Meritech to file financing statements, without notice to Buyer, in all appropriate jurisdictions that, in Meritech's sole judgment, are reasonably necessary to perfect or protect Meritech's interest or rights hereunder.

**TITLE:** Title to the Product shall remain with Meritech until Buyer has paid the entire purchase price and any fees owed hereunder.

**LIMITED WARRANTY:** Meritech makes no warranties with respect to the Product other than those expressly provided in Meritech's Limited Warranty available on its website at [www.meritech.com](http://www.meritech.com).

**INDEMNIFICATION:** Buyer agrees to protect, indemnify, hold harmless and defend Meritech and its members, managers, officers, affiliates, agents and employees against any and all losses, damages, claims, lawsuits, demands, causes of action, judgments, liabilities and expenses (including attorneys' fees and related costs) for injury to or death of any persons (including without limitation Buyer, Buyer's customers, Buyer's employees and agents, or any employee or agent of them, Buyer's co-venturers, contractors, subcontractors and suppliers) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations arising in any manner, directly or indirectly, out of or in connection with, or in the course of or incidental to any of Buyer's use, application or operation of the Product, regardless of cause or of any fault or negligence of Meritech or Meritech's agents.

**FORCE MAJEURE:** The obligations of Buyer and Meritech shall be suspended and neither shall be liable for any damages suffered by the other if the failure of Buyer or Meritech to perform arises from an event of Force Majeure. An "event of Force Majeure" includes acts of God, weather or other action of the elements, warlike action, insurrection, revolution, civil strife, piracy, civil war, hostile action, strikes or other labor stoppages, acts of public enemies or material changes to state, federal or local laws, rules or regulations. Lack of funds or financial resources shall not be considered an event of Force Majeure.

**REPRESENTATIONS AND WARRANTIES OF BUYER:** Buyer represents and warrants to Meritech that (a) the information set forth on this invoice accurately represents (i) Buyer's exact legal name; (ii) Buyer's form of organization and jurisdiction of organization; (iii) Buyer's principal place of business or executive offices and, if different, mailing address; and (iv) all other information set forth in this invoice pertaining to Buyer is accurate and complete, and (b) Buyer has sufficient financial resources to pay its debts and other financial obligations (including trade debts) as they come due, including the obligation to pay the purchase price and any fees owed hereunder to Buyer.

**COVENANTS:** So long as any portion of the purchase price or fees payable to Meritech hereunder remain unpaid, (a) Buyer shall not, without at least 30 days prior written notice to Meritech: (i) change its jurisdiction of organization, (ii) change its organizational structure or type, (iii) change its legal name, or (iv) change its tax identification number or other organizational number (if any) assigned by its jurisdiction of organization, (b) Buyer shall maintain the Product and keep the Product in good repair and working condition, and (c) Buyer shall not convey, sell, lease, transfer or otherwise remove the Product from Buyer's facilities, without the prior written consent of Meritech.

**DEFAULT:** Meritech may enter Buyer's principal place of Business upon prior written notice, and any amounts outstanding as of the date thereof, including without limitation, accrued interest, shall become immediately due and payable if Buyer (a) breaches any covenant, obligation, or warranty specified herein, (b) fails to make any payment due hereunder or pay any other obligations after such obligations are due and Meritech has provided Buyer with notice of such default, (c) becomes insolvent, enters into bankruptcy or a receiver is appointed in respect of any of its business or Buyer makes an assignment for the benefit of creditors, or (d) breaches any other provision of these Terms and Conditions.

**ENFORCEMENT:** The exclusive forum for adjudication of any controversy or dispute relating to the interpretation of or performance under or any matter relating to these Terms and Conditions or the Product shall be the state or federal courts located in the City and County of Denver, Colorado. Buyer waives any objection which it may now or hereafter have to such venue of any such action, suit or proceeding or any claim of forum non conveniens, and irrevocably submits itself to the nonexclusive jurisdiction of any such state or federal court for the purposes of any such action, suit or service proceeding.

**WAIVER:** Any waiver by Meritech of these Terms and Conditions or any defaults hereunder shall not constitute a waiver of the remaining Terms and Conditions or of any partial invalidity or unenforceability, and no failure or delay in exercising any right hereunder shall operate as a waiver thereof.

**SEVERABILITY:** If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

**GOVERNING LAW:** This transaction shall be governed in all respects by the laws of the State of Colorado, without regard to its conflict of laws provisions. THE U.N. CONVENTION OF CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS SHALL NOT GOVERN NOR APPLY TO ANY MATTERS ADDRESSED HEREIN OR RELATED HERETO.

**SUCCESSORS AND ASSIGNS:** These Terms and Conditions and everything herein contained shall inure to the benefit of and be binding upon Buyer, Meritech and each of their heirs, executors, administrators and permitted successors and assigns.

**ENTIRE AGREEMENT:** This document constitutes the entire, complete, and exclusive agreement between Buyer and Meritech with respect to the subject matter hereof. All prior proposals, negotiations and representations, if any, including any purchase orders or written quotes, that are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Meritech.