

Limited Warranty

(a) Seller warrants that the Coating sold to Buyer shall be free from defects in material or workmanship for a period of five (5) years from the date of shipment of coils with Factory-Applied Coating or upon the completion of the application of Spray-Applied Coating, as applicable. Any service performed under this warranty will not extend the warranty beyond such five-year period. If Buyer notifies Seller within the warranty period of a defective Coating and provided that Buyer has complied with the notice, maintenance, record-keeping, and other requirements set forth in Sections 11(b) and 11(c) below, and the Seller agrees that such Coating is defective, Seller at its sole option may repair the defect, replace the defective Coating, or give to Buyer a refund as follows: (i) for Factory-Applied Coating, during the entire five-year warranty period refunds will equal the original purchase price for the Factory-Applied Coating, and (ii) for Spray-Applied Coating, during the first two years of the warranty period refunds will equal the original purchase price for the Spray-Applied Coating; after such two-year period, refunds will be granted at a prorated amount equal to the product of the following calculation: $(\text{number of months remaining in warranty} / 60)$ multiplied by the original purchase price for the Spray-Applied Coating. Seller will not pay for the replacement of any coil. Seller reserves the right to inspect and field repair any coil by application of a corrosion resistant coating. No person (including any agent or salesperson) has authority to expand Seller's obligation beyond the warranty terms set forth in this Section 11(a) (the "Warranty"), or to state that the performance of the Coating is other than that published by Seller. (b) The Warranty extends only to the original purchaser of the Coating and is non-transferable. Written notice of defective or damaged Coating, or of improper application of Coating, must be reported to Seller within thirty (30) days of discovery. In the event of a dispute regarding the cause of any coil irregularity or failure due to Coating, an electron microscopic analysis will be conducted by an independent laboratory of Seller's choice, and the results of such analysis will be binding on Buyer and Seller. (c) The Warranty is valid only if coils are properly cleaned on a six-month cycle in accordance with the coil cleaning procedures provided by Seller to Buyer, using only Seller-approved cleaning materials, and only if Buyer keeps complete and accurate documentation of its cleaning procedures, using the sample worksheet provided by Seller to Buyer. The Warranty will be automatically void if: (i) Coating failure is from improper installation of the coil; (ii) Coating failure is due to physical or mechanical abuse, corrosive liquids or gases inside the system, wind driven sand, the rupture of tubing, or changes in exposure that are outside the design limits of the Coating as published by Seller; (iii) any damage to the Coating arises from improper handling, storage, abuse, misuse, or alteration of the Coating in any manner; (iv) Buyer fails to follow the recommended maintenance instructions provided by Seller to Buyer; (v) Buyer fails to maintain records which will include the name of the customer, the location of the coil, the coil's serial number, and the coil's date of installation (d) THIS LIMITED WARRANTY CONSTITUTES BUYER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL EITHER SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. In addition to the exclusions set forth above, the following costs are expressly excluded from the Seller's obligations under this Warranty: labor or service costs, including cost for removing or installing parts; any shipping or handling charges; costs for ancillary damage to coils or equipment; costs for replacement coils; costs for refrigerant recovery; and costs for rental of temporary equipment.

