

POLICY STATEMENT LIMITED WARRANTY FORM: W-700

All models designated as **SK** with electrical specification 230/460/3/60 are warranted for a period of TWO YEARS (24 months) from date of manufacture covering parts and labor relative to the repair. Electronic, AVT components and heaters are warranted an additional TWO YEARS (24 months) covering parts only relative to the repair. Pump seals are warranted for the lifetime of the product covering parts only. Certain options which change models prefix or suffix designation (including but not limited to 'D-J-R-X-SP-0') are warranted for TWO YEARS (24 months) from date of manufacture covering parts only relative to the repair.

All models designated as **RK** with electrical specification 230/460/3/60 are warranted for a period of ONE YEAR (12 months) from date of manufacture covering parts and labor relative to the repair. Electronic components are warranted for an additional THREE YEARS (36 months) covering parts only relative to the repair. Certain options which change models prefix or suffix designation (including but not limited to 'D-JR-X-SP-0') are warranted for a period of ONE YEAR (12 months) from date of manufacture covering parts only relative to the repair.

All models designated as CPTS, PTS, PM, TC, PS and CP are warranted for a period of ONE YEAR (12 months) from the date of manufacture covering parts and labor relative to the repair.

All models designated as MG-A, MG-W, M1-A, M1-W, BC-A, BG-A, TI-A, TI-W, TIS-A, TIS-W, APT, WPT, and OACS are warranted for a period of ONE YEAR (12 months) from date of manufacture covering parts and labor relative to the repair. These models qualify for a second year maintenance inspection. During the SECOND 12 months after shipment, (on request by buyer) the Company will provide the labor or labor reimbursement (with prior Company approval) for one complete preventive maintenance inspection, including calibration, lubrication, charging, complete performance checks and operator training.

All models designated as **TTK** are warranted for a period of ONE YEAR (12 months) from the date of manufacture covering parts and labor relative to the repair. Polyethylene reservoirs designated as TTK are warranted for an additional period of NINE YEARS (108 months) covering parts only relative to the repair.

All models designated as **TC-F**, **PT** are warranted for a period ONE YEAR (12 months) from the date of manufacture covering parts and labor costs relative to the repair. The fiberglass shell is warranted for an additional period of NINE YEARS (108 months) covering parts only relative to the repair. Water distribution components, motor, fan, and wet deck are warranted for an additional period of FOUR YEARS (48 months) covering parts only relative to the repair.

For all products <u>NOT</u> manufactured by the Company and the Company acts solely as a reseller of the product, the warranty of the original product manufacturer shall apply. Examples of these products include, but are not limited to, metal tower cells, MLS filters, chillers manufactured by others, water treatment systems, plate & frame heat exchangers. Copies of written warranties from original manufacturers will be made available to buyer upon request.

For products or product groups not specifically identified above, the warranty period is ONE YEAR (12 Months) from date of shipment covering parts and labor relative to the repair.

Electrical supply specifications other than 230/460/3/60 reduce warranty duration to ONE YEAR (12 months) from ship date on all products cover parts and labor relative to the repair.

Warranty periods shall not be extended by any party unless extended in writing by authorized Company personnel.

LIMITED WARRANTY PERFORMANCE COVERING PARTS, LABOR, AND SERVICE

WARRANTY PERFORMANCE: It shall be the Company's sole obligation to repair or replace at its option any materials found to be defective. Performance under this warranty shall include materials and labor costs relative to the work - except as specifically noted above. Warranty determination will be made at the Company headquarters, or on location at Company's option. Materials shipped on a warranty transaction shall be shipped freight collect, F.O.B. Greenwood, Indiana. All materials returned by the owner to the Company for warranty credit shall require prior written authorization by the Company and shall be on a freight collect basis using transportation designated by the Company. This warranty does not cover the cost of labor during overtime hours (after normal working hours or during weekends and holidays). Any cost differential for overtime labor will be the responsibility of the customer.

Abuse, misuse, failure to follow published operating procedures, and failure to perform routine or preventive maintenance procedures will void this warranty.

FINANCIAL OBLIGATIONS: The Company considers performance under this warranty as its obligation to the buyer as part of the buyer's purchase of the Company's products. This implies, however, that the buyer also has satisfied its financial obligation to the Company in the purchase transaction by making full payment for the product(s) by the Company's terms, and settlement of appropriate past due items. Warranty performance may be voided or withheld if buyer fails to perform its payment obligations to the Company.

OPERATIONAL PERFORMANCE: The Company warrants its products to operate at the designed capacity when installed and operated in accordance with company provided instructions. The performance of the system is affected by the methods of installation, piping, valving, location of components, and the like, and therefore when these criteria are not in conformance with established practice and instruction, the ADVANTAGE warranty may be reduced or eliminated.

NORMAL OR ROUTINE MAINTENANCE, such as instrument calibration, changing of compressor oil, condenser and evaporator cleaning, lubrication of bearings, filter cleaning, de-scaling, repairs due to corrosion and other similar events are <u>NOT</u> considered defects and therefore are <u>NOT</u> covered by this warranty. Repairs required due to freezing, regardless of reason or source, are <u>NOT</u> covered by this warranty.

THE COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM DEFECTIVE EQUIPMENT. NO IMPLIED STATUTORY WARRANTY OF <u>MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE</u> SHALL APPLY. NO OTHER WARRANTY OTHER THAN WHAT IS WRITTEN HERE OF ANY NATURE IS EXPRESSED OR IMPLIED. FURTHER, THE COMPANY SHALL NOT INDEMNIFY OR HOLD HARMLESS BUYER OR BUYER'S ASSIGNEE FROM ANY CLAIMS MADE EXCEPT FOR CLAIMS SPECIFICALLY CLAIMING PATENT INFRINGEMENT BY THE COMPANY'S EQUIPMENT.

THE COMPANY SHALL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATION WITH RESPECT TO BUYER RESULTING DIRECTLY OR INDIRECTLY FROM OR CONTRIBUTED TO BY ACTS OF GOD; ACTS OF BUYER; CIVIL OR MILITARY AUTHORITY; FIRES; STRIKES OR OTHER LABOR DISPUTES; ACCIDENTS; FLOODS; EPIDEMICS; WAR; RIOTS; DELAYS IN TRANSPORTATION; INABILITY TO OBTAIN RAW MATERIALS, COMPONENTS, LABOR, FUEL, OR SUPPLIES; OR ANY OTHER CIRCUMSTANCE BEYOND THE <u>COMPANY'S</u> REASONABLE CONTROL WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING.

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