



EVAPCO, Inc.
P.O. Box 1300
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EXPRESS WARRANTY

Open Cooling Towers, Evaporative Closed Circuit Coolers and Evaporative Condensers

MANUFACTURER'S EXPRESS WARRANTY

EVAPCO warrants the unit(s) identified above against failure caused by defects in materials and workmanship for a period of twelve (12) months from the date of installation, not to exceed eighteen (18) months from the date of shipment from EVAPCO when installation is completed in accordance with good practices. This twelve (12) month product warranty covers the entire unit including electrical components. Labor costs associated with any repair work performed under the terms of the warranty are NOT included within the warranty. Damage caused by misuse of the product, including without limitation failure to properly install or maintain the product, is NOT covered by the warranty.

In addition to the warranty provided above, EVAPCO warrants the mechanical equipment components of the subject unit(s) against failure caused by defects in materials and workmanship for a period of five (5) years from the date of shipment from EVAPCO. Mechanical equipment components include fans, fan motors, bearings, pulleys, shafts, belts, gear reducers, drive shafts, drive couplings, and mechanical equipment supports.

In addition to the warranty provided above, if the unit is provided with stainless cold water basin construction, or all stainless construction, EVAPCO warrants the non-mechanical components of the subject unit(s) against failure caused by defects in materials and workmanship for a period of five (5) years from the date of shipment from EVAPCO. Such non-mechanical components include panels, drift eliminators and drift eliminator supports, air inlet louvers and air inlet louver supports, spray header and spray header supports, fill and fill supports (if applicable), coil supports (if applicable), fan deck, fan cylinder, fan screen and fan screen supports.

In addition to the warranty provided above, if the unit is provided with stainless steel (Titan-Pak®) coils, EVAPCO warrants the coil against failure caused by defects in materials and workmanship for a period of five (5) years from the date of shipment from EVAPCO. If the unit is not provided with a stainless steel coil, the coil is covered only by the 12-month product warranty in the first paragraph.

In addition to the unit warranty above, EVAPCO warrants the thermal performance of the unit as shown on the certified drawings delivered to the customer for a period of one-year from the date installation is completed in accordance with good engineering practices, but in no event shall such warranty period exceed eighteen (18) months from the date the unit is shipped by EVAPCO. If, after installation and start-up, there is any question regarding thermal performance of the equipment, at the owner's request EVAPCO will send its engineers to the jobsite to conduct a performance test. This test may be observed by the owner and the consulting engineer or by their authorized representatives. If the results of the evaluation show the equipment to be deficient, EVAPCO will make the necessary repairs or alterations to correct the deficiency subject to the limitations set forth below. If the equipment is found to be performing in accordance with its certified capacity, the owner will reimburse EVAPCO for all direct expenses incurred in connection with such performance test.

These warranties are predicated on EVAPCO receiving payment in full on the covered products and on unit operation and maintenance in accordance with EVAPCO's recommended operation and maintenance procedures. Ordinary wear is NOT covered by the warranties. Moreover, the erosion, corrosion, and/or deterioration of the products are not covered by any warranty. Any changes to warranty terms must be approved in writing by an EVAPCO officer.

LIMITATION OF LIABILITY

THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY EVAPCO, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. IT SHALL BE IN EVAPCO'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE OFFERED REMEDY. IF EVAPCO DECIDES TO MAKE REPAIRS, EVAPCO HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT EVAPCO'S EXPENSE. EVAPCO IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT EVAPCO DID NOT PRE-APPROVE IN WRITING. EVAPCO IS ONLY RESPONSIBLE FOR COSTS THAT PERTAIN TO REPAIR OR REPLACEMENT OF EQUIPMENT SUPPLIED BY EVAPCO (i.e., EVAPCO IS NOT RESPONSIBLE FOR REPLACEMENT OR MODIFICATION OF PIPING, SUPPORTING STEEL, ELECTRICAL WIRING, MOTOR STARTERS OR IN AND OUT COSTS SUCH AS THIRD PARTY LABOR, CRANE OR OTHER EQUIPMENT FEES).

NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT, EVAPCO'S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. UNDER NO CIRCUMSTANCES SHALL EVAPCO BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF EVAPCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EVAPCO SHALL NOT BE RESPONSIBLE FOR ANY INJURIES OR DAMAGES OF ANY KIND WHATSOEVER UNDER ANY THEORY OF TORT TO THE EXTENT THE INJURIES OR DAMAGE ARE CAUSED BY THE MISUSE OF THE PRODUCT BY BUYER OR ANY THIRD PARTY.

DISCLAIMER OF IMPLIED WARRANTIES

OTHER THAN THE EXPRESS MANUFACTURER'S WARRANTY DESCRIBED HEREIN, THE UNIT IS SOLD AS IS AND THERE ARE NO OTHER WARRANTIES. EVAPCO HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, THAT THE UNIT IS FIT FOR A PARTICULAR USE OR PURPOSE, THAT THE UNIT IS FIT FOR A PARTICULAR APPLICATION OR ENVIRONMENT, AND ANY WARRANTIES THAT MIGHT OTHERWISE ARISE OUT OF A COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. IN THE INTEREST OF PRODUCT IMPROVEMENT, EVAPCO RESERVES THE RIGHT TO CHANGE SPECIFICATIONS AND PRODUCT DESIGN WITHOUT INCURRING ANY LIABILITY THEREFOR.