



EVAPCO, Inc.

P.O. Box 1300

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EXPRESS WARRANTY

All Evapco® eco-Air Series (Dry, Air-Cooled and Adiabatic) Units

MANUFACTURER'S EXPRESS WARRANTY

EVAPCO warrants the mechanical equipment components consisting of the fan(s), shafts, electric fan motor(s), factory wiring of fan motor(s) to a common terminal box, mechanical equipment supports, coil(s), adiabatic pads or spray system (if applicable), and all structural supports, to be free from defects in materials and workmanship for a period of two (2) years from the date the unit is shipped by EVAPCO. All components not listed above, including without limitation any control panel or electrical component, is warranted against defects in materials and workmanship for a period of one (1) year from the date installation is completed in accordance with good engineering and installation practices, but not to exceed eighteen (18) months from the date of shipment from EVAPCO. 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, or the failure to properly install or maintain the product in accordance with good engineering, installation and maintenance practices, is NOT covered by the warranty.

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 (1) year from the date installation is completed in accordance with good engineering practices, but in no event shall such thermal performance 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, and the warranty period has not lapsed, 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 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. By way of example and not limitation, accumulation of airborne contaminants on adiabatic pads is normal wear and is NOT covered by any warranty. 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.