



STANDARD EXPRESS WARRANTY FOR VESSELS, LIQUID TRANSFER SYSTEMS, AND PACKAGES

Applies to all RVS Pressure Vessels, Receivers, Liquid Transfer Systems, MPC Packages, MPS Packages, and MRP Recirculator Systems that do not contain a Matrix Panel

EXPRESS MANUFACTURER'S WARRANTY

RVS warrants all components in the unit identified above against failure caused by defects in materials and workmanship for **one (1) year** from the date of installation and start-up, but in no case more than **eighteen (18) months** after shipment by RVS. **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 unit warranty above, RVS warrants the performance of the unit delivered as shown on the certified drawings for a period of one year from the date the installation is completed in accordance with good engineering practices, but in no event shall the performance warranty exceed eighteen (18) months from the date the unit is shipped by RVS. If after installation and start-up, and during the warranty period, there is any question regarding performance of the equipment, at the owner's request RVS 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, RVS will make the necessary repairs or alterations to correct the deficiency at no cost to the owner. If the equipment is found to be performing in accordance with its certified capacity, the owner will reimburse RVS for all direct expenses incurred in connection with such performance test.

LIMITATION OF LIABILITY

THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY RVS, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. IT SHALL BE IN RVS'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE APPROPRIATE REMEDY. IF RVS DECIDES TO MAKE REPAIRS, RVS HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT RVS'S EXPENSE. RVS IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT RVS DID NOT APPROVE IN WRITING PRIOR TO THE COMMENCEMENT OF SUCH REPAIRS. RVS IS ONLY RESPONSIBLE FOR COSTS THAT PERTAIN TO REPAIR OR REPLACEMENT OF EQUIPMENT SUPPLIED BY RVS (i.e., RVS 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, RVS'S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER FOR THE PARTICULAR UNIT. UNDER NO CIRCUMSTANCES SHALL RVS BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, REFRIGERANT LOSS, PRODUCT LOSS, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF RVS 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 misuse of the product by buyer or any third party.

DISCLAIMER OF IMPLIED WARRANTIES

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