



EVAPCO SYSTEMS LMP ULC (“EVAPCO LMP”) EXPRESS WARRANTY

Applies to all EVAPCO LMP Purity, Yellowstone and Crystal Products

MANUFACTURER’S EXPRESS WARRANTY

EVAPCO LMP warrants the unit identified above against failure caused by defects in materials and workmanship for a period of **12 months from startup or 18 months** from the date of shipment by EVAPCO LMP, whichever occurs first. **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. This warranty is predicated on unit operation and maintenance in accordance with EVAPCO LMP’s recommended operation and maintenance procedures.

LIMITATION OF LIABILITY

THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY EVAPCO LMP, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. IT SHALL BE IN EVAPCO LMP’S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE OFFERED REMEDY. IF EVAPCO LMP DECIDES TO MAKE REPAIRS, EVAPCO LMP HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT EVAPCO LMP’S EXPENSE. EVAPCO IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT EVAPCO LMP DID NOT PRE-APPROVE IN WRITING. EVAPCO LMP IS ONLY RESPONSIBLE FOR COSTS THAT PERTAIN TO REPAIR OR REPLACEMENT OF EQUIPMENT SUPPLIED BY EVAPCO LMP (i.e., EVAPCO LMP 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 LMP’S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. UNDER NO CIRCUMSTANCES SHALL EVAPCO LMP BE LIABLE FOR LOST PROFITS, LOST SAVINGS, INCIDENTAL DAMAGES, ECONOMIC LOSS, REFRIGERANT LOSS, PRODUCT LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF EVAPCO LMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In addition, EVAPCO LMP shall not be responsible for any injuries or damages of any kind whatsoever under any theory of tort or extra-contractual liability 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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