

LIMITED EQUIPMENT WARRANTY

RENTAL, LEASE OR LEASE-PURCHASE

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Lessor warrants this Equipment against failure due to defect in materials or workmanship under normal use and maintenance as follows:

Standard Limited Warranty

Warranty begins on the date of Equipment delivery to job site, as specified in the Lease Agreement. Warranty will continue for the length of Equipment Rental Lease period, up to six (6) months, so long as (a) Lessee has agreed to all terms and conditions set forth in Lessor lease agreement, or other mutually executed terms and conditions, as agreed to by Lessee and Lessor in writing, and (b) lease agreement dates cover the entire rental/lease period.

Extended Limited Warranty

For warranty to apply to any Equipment Rental Lease continuing for more than six (6) months, in addition to the terms set forth herein for STANDARD LIMITED WARRANTY, Lessee must subscribe to the Preventative Maintenance Service Plan which must be kept active for entire remaining period of Lease. Failure to subscribe to this will void the Limited Warranty.

Eligibility

- Equipment must be in the same location indicated on the Lease Agreement
- Customer must be the same as indicated on Lease Agreement - warranty is not transferable.
- **Equipment must be properly installed, started up, operated and maintained by licensed professionals as indicated by instructions provided by Lessor. Failure to conform to such specifications and/or instructions shall void this Limited Warranty. Lessor may request written documentation showing the proper preventative maintenance.**

Lessor Responsibility

Lessor will furnish a replacement part for installation by an employee of Lessor or by a Lessor certified third-party contractor, without charge to Lessee for the part only, to replace any Equipment part that fails due to a manufacturing defect under normal use and maintenance. The Lessee must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If Lessor determines Equipment is beyond repair, suitable replacement Equipment will be made available in a reasonable time to the Lessee. As Lessee's only remedy during an Equipment replacement, Lessor will credit any Equipment Rental lease charges for the period of time between when a replacement was deemed necessary by Lessor and when a replacement was made available to Lessee. Any replacement Equipment provided shall be at Lessee's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

Exclusions

- Labor costs including, but not limited to, diagnostics or the removal and reinstallation of Equipment and/or Equipment Parts
- Shipping and freight expenses required to ship any and all replacement parts
- Normal consumable items including, but not limited to, gaskets, lubricants, and other sealants
- Boiler refractory
- Failures, defects, or damage (including, but not limited to, any loss of data or property) caused by (1) any third-party product, service, or system connected or used in conjunction with the Equipment; (2) any use that is not designed or intended for the Equipment; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) improper storage, installation, maintenance, servicing or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the Equipment nameplate; (5) any use in violation of written instructions or specifications provided by Lessor; (6) any acts of God
- Electricity or fuel costs, or increases in fuel costs from any reason whatsoever, including additional or unusual use of supplemental systems
- The Warranty does not cover the effects of normal wear, tear or deterioration of the Equipment; damages caused by improper treatment of feedwater and/or conditioning of boiler water, or the effects of abrasion, erosion, or corrosion; the effects of improper storage or erection; abuse of the Equipment, or operation or maintenance not in accordance with Lessor's operating instructions.
- Any defects or nonconformities not corrected or replaced during the Warranty Period shall be deemed accepted by Buyer.
- Any replacement or substitution of parts not provided by the Lessor, Service not performed or authorized by the Lessor, or modification, tampering, or manipulation of Lessor's Equipment shall void this Warranty.

THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH LESSOR HEREBY DISCLAIMS. LESSOR DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT.

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