

LIMITED EQUIPMENT WARRANTY

EQUIPMENT SALE



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LIMITED WARRANTY

Seller warrants to Buyer, its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Equipment delivered (including all replacement or corrected Equipment or components that Seller furnishes under this warranty) will (i) be free from defects in material, workmanship, and design, and (ii) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer, (iii) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, (iv) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third-party trade secret information.

Buyer agrees that the Equipment is of a size, design and capacity selected by Buyer and that Buyer is satisfied for its purposes and that Seller has made no representation or warranty with respect to the suitability or durability of the Equipment for the proposed use of Buyer, or any other representation or warranty, express or implied with respect thereto.

WARRANTY PERIOD

The Warranty Period will be for a period of twelve (12) months from date of initial operation but no more than (18) months from the date of shipment. These warranties will survive any delivery, inspection, acceptance or payment by Buyer for the entire Warranty Period.

Eligibility

- Equipment must be in the same location indicated on the Purchase Order
- Buyer must be the same as indicated on Purchase Order - warranty is nontransferable.
- **Equipment must be properly installed, started up, operated and maintained by licensed (as applicable) professionals and as indicated by instructions provided by Seller. Failure to conform to such specifications and/or instructions shall void this limited warranty. Seller may request written documentation showing the proper preventative maintenance.**

Seller Responsibility

Seller will furnish a replacement part for installation by Seller or by a Seller certified third-party contractor, without charge for the part only, to replace any Equipment part that fails due to a manufacturing defect under normal use and maintenance. The Buyer must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If Seller determines equipment is beyond repair, suitable replacement Equipment will be made available in a reasonable time to the Buyer. Any replacement Equipment provided shall be at Buyer'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 Seller; (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 Seller'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 Seller, Service not performed or authorized by the Seller, or modification, tampering, or manipulation of Seller'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 SELLER HEREBY DISCLAIMS. SELLER DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT.

NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, LIQUIDATED, EXEMPLARY AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.