



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 mechanical equipment and main electrical control panel components, if applicable, consisting of the compressors, vessels, oil separators, refrigerant or glycol pumps, plate and frame or brazed plate heat exchangers, main electrical control panel, and starters and drives to be free from defects in materials and workmanship for a period of **24 months from startup or 30 months** from the date of shipment by EVAPCO LMP, whichever occurs first. Any component not specifically listed above is warranted against defects in materials and workmanship for a period of (1) year from startup, not to exceed 18 months from the date of shipment from EVAPCO LMP. **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.

The warranty for LMP Purity and Crystal Products is predicated on such Products being installed with, and provided with heat rejection from, an EVAPCO-manufactured air-cooled or adiabatic gas cooler (eco-Air). If the gas cooler providing the heat rejection for a Purity or Crystal Product is NOT an EVAPCO gas cooler, the warranty for the entire Product shall be reduced to 12 months from startup or 18 months from the date of shipment by EVAPCO LMP, whichever occurs first.

This warranty for all Products is predicated on EVAPCO LMP receiving payment in full on the covered Products and on Product operation and maintenance in accordance with EVAPCO LMP’s recommended operation and maintenance procedures. Moreover, ordinary wear is NOT covered by this warranty. The erosion, corrosion, and/or deterioration of the Products are not covered by this warranty. Any changes to warranty terms must be approved in writing by an EVAPCO LMP 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 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 APPROVE IN WRITING PRIOR TO THE COMMENCEMENT OF SUCH REPAIRS. 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

OTHER THAN THE EXPRESS MANUFACTURER’S WARRANTY DESCRIBED HEREIN, EACH PRODUCT IS SOLD “AS IS” AND THERE ARE NO OTHER WARRANTIES. EVAPCO LMP HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, THAT THE PRODUCT IS FIT FOR A PARTICULAR USE OR PURPOSE, THAT THE PRODUCT 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. Products will be supplied per EVAPCO LMP’s certified prints. In addition, EVAPCO LMP is not responsible for any warranties provided by any component manufacturers. EVAPCO LMP shall not be responsible for any repairs made outside the factory, nor for defects resulting from improper installation, improper maintenance, care or operation, nor for defects in goods not paid for. The Buyer assumes responsibility for compliance with any regulations, codes, standards or ordinances applicable to the installation, location, operation or maintenance of the goods identified in an order, including responsibility for compliance with any requirements pertaining to distances between evaporative cooling equipment and air conditioning system duct intakes. No person, agent, or dealer is authorized to enlarge upon the warranties set out herein or the obligations of EVAPCO LMP hereunder.