



## LIMITED WARRANTY OF PRODUCTS AND SERVICES

**Limited Warranty.** Alcoil warrants its products to be free from defects in materials and workmanship under normal use and operation for a period of one (1) year from the date of product installation and no more than one (1) year and six (6) months from date of product delivery, as evidenced by Alcoil shipping records (the "Warranty Period"). For any materials or workmanship determined by Alcoil to be defective within the Warranty Period, Alcoil shall, at its option, either: (i) repair any such defective material, component part, or service, or (ii) make available to Customer, FOB York, Pennsylvania, any repaired or replacement parts or materials to replace such defective material, component part, or service, or (iii) refund to Customer the amount paid by Customer for the defective product or service provided by Alcoil hereunder.

**Exclusions.** The above warranty shall not apply to any product that has been: (i) subjected to misuse, negligence or accident; (ii) misapplied by Customer or others for an improper use; (iii) installed in an improper manner; (iv) modified or repaired contrary to Alcoil recommendations or generally accepted practices or procedures in the industry, or (v) operated under conditions which may cause product failure. Alcoil shall not be responsible for any costs associated with the product damage, loss or replacement due to freeze-up, improper water treatment, improper cleaning, fluid chemistry exceeding Alcoil's recommendations, clogging and debris, fouling, corrosion, galvanic induced corrosion, vibration, thermal cycling, hydraulic shock, over-pressurization, compressor failure, system contamination, loss of protective coating (where applied) and any other operating or system condition which may cause product failure.

**Warranty Procedures.** If any Alcoil product is believed to be defective, written notice of such warranty claim must be made and an RA# (Return Authorization) must be issued by Alcoil, 3627 Sandhurst Drive, York, PA 17406. Ph: 717-347-7500 FAX: 717-347-7383  
Alcoil, at its option, may require return of any product believed to be defective for purposes of testing, inspection and verification, as a requirement for potential warranty coverage.

**Disclaimer of Further Warranties.** THE LIMITED WARRANTY SET FORTH ABOVE IS THE EXCLUSIVE WARRANTY APPLICABLE TO THIS CONTRACT, AND ALCOIL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR REMEDIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER THE SAME ARE WRITTEN, VERBAL, IMPLIED, OR STATUTORY.

**Limitation of Liability.** Under no circumstances shall Alcoil be liable for any incidental, consequential, or special damages, losses, or expenses incurred by Customer or any third party arising from this offer of sale or the performance of Alcoil hereunder. Under no circumstances shall the amount of any claim for damages or liability exceed the amount paid by Customer for products and services provided by Alcoil hereunder.

**Time Limitation on Warranty Claims.** No legal action or claim, whether based in tort, contract, strict liability, breach of warranty or otherwise, arising out of this offer of sale or the performance by Alcoil hereunder may be commenced more than one (1) year following expiration of the Warranty Period. Customer hereby waives any such claim or cause of action commenced after the Warranty Period.