

## **EVAPCO SELECT TECH EXPRESS WARRANTY**

### **MANUFACTURER'S EXPRESS WARRANTY**

Evapco Select Tech warrants the goods against failure caused by defects in materials for a period of twelve (12) months from the date of shipment from Evapco Select Tech. 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 Evapco Select Tech receiving payment in full on the covered products and on unit operation and maintenance in accordance with Evapco Select Tech's recommended operation and maintenance procedures. Ordinary wear is NOT covered by the warranties.

### **LIMITATION OF LIABILITY**

**THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY EVAPCO SELECT TECH, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. IT SHALL BE IN EVAPCO SELECT TECH'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE OFFERED REMEDY. IF EVAPCO SELECT TECH DECIDES TO MAKE REPAIRS, EVAPCO SELECT TECH HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT EVAPCO SELECT TECH'S EXPENSE. EVAPCO SELECT TECH IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT EVAPCO SELECT TECH DID NOT PRE-APPROVE IN WRITING. EVAPCO SELECT TECH IS ONLY RESPONSIBLE FOR COSTS THAT PERTAIN TO REPAIR OR REPLACEMENT OF EQUIPMENT SUPPLIED BY EVAPCO SELECT TECH (i.e., EVAPCO SELECT TECH 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 SELECT TECH'S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. UNDER NO CIRCUMSTANCES SHALL EVAPCO SELECT TECH BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING LOST PRODUCT AND LOST PRODUCTION CAPABILITY), EVEN IF EVAPCO SELECT TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EVAPCO SELECT TECH SHALL NOT BE RESPONSIBLE FOR ANY INJURIES OR DAMAGES OF ANY KIND WHATSOEVER UNDER ANY THEORY OF TORT TO THE EXTENT THE INJURIES OR DAMAGE ARE CAUSED BY THE MISUSE OF THE PRODCUT BY BUYER OR ANY THIRD PARTY.**

### **DISCLAIMER OF IMPLIED WARRANTIES**

**OTHER THAN THE EXPRESS MANUFACTURER'S WARRANTY DESCRIBED HEREIN, THE GOODS ARE SOLD "AS IS" AND THERE ARE NO OTHER WARRANTIES. EVAPCO SELECT TECH HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, THAT THE GOODS ARE FIT FOR A PARTICULAR USE OR PURPOSE, THAT THE GOODS ARE 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. IN THE INTEREST OF PRODUCT IMPROVEMENT, EVAPCO SELECT TECH RESERVES THE RIGHT TO CHANGE SPECIFICATIONS AND PRODUCT DESIGN WITHOUT INCURRING ANY LIABILITY THEREFOR.**