

## **WARRANTY**

The manufacturer warrants the product manufactured by it, when properly installed, operated, applied, and maintained in accordance with procedures and recommendations outlined in manufacturer's instruction manuals, to be free from defects in material or workmanship for a period as specified below, provided such defect is discovered and brought to the manufacturer's attention within the aforesaid warranty period.

The manufacturer will repair or replace any product or part determined to be defective by the manufacturer within the warranty period, provided such defect occurred in normal service and not as a result of misuse, abuse, neglect or accident. Normal maintenance items requiring routine replacement are not warranted. The warranty covers parts and labor for the warranty period unless otherwise specified. Repair or replacement shall be made at the factory or the installation site, at the sole option of the manufacturer. Any service performed on the product by anyone other than the manufacturer must first be authorized by the manufacturer.

Unauthorized service voids the warranty and any resulting charge or subsequent claim will not be paid. Products repaired or replaced under warranty shall be warranted for the unexpired portion of the warranty applying to the original product.

The foregoing is the exclusive remedy of any buyer of the manufacturer's product. The maximum damages liability of the manufacturer is the original purchase price of the product or part.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR STATUTORY, AND IS EXPRESSLY IN LIEU OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE BY REASON OF STRICT LIABILITY IN TORT OR ITS NEGLIGENCE IN WHATEVER MANNER INCLUDING DESIGN, MANUFACTURE OR INSPECTION OF THE EQUIPMENT OR ITS FAILURE TO DISCOVER, REPORT, REPAIR, OR MODIFY LATENT DEFECTS INHERENT THEREIN.

THE MANUFACTURER, HIS REPRESENTATIVE OR DISTRIBUTOR SHALL NOT BE LIABLE FOR LOSS OF USE OF THE PRODUCT OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES INCURRED BY THE BUYER, WHETHER ARISING FROM BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

The manufacturer does not warrant any product, part, material, component, or accessory manufactured by others and sold or supplied in connection with the sale of manufacturer's products.

### **Warranty Period**

Parts and labor for two (2) years from the date of shipment from the factory; heat exchangers are covered (parts only) for an additional three (3) years (total of five (5)). On units that manufacturer requests be returned to the factory, a one time removal/reinstallation labor allowance as noted in the Service Warranty Policies and Procedures Handbook will apply. Freight to the factory from the installation site and to the installation site from the factory will be paid by the manufacturer; means of transportation to be specified by manufacturer.

**AUTHORIZATION FROM THE SERVICE DEPARTMENT IS NECESSARY BEFORE MATERIAL IS RETURNED TO THE FACTORY OR IN-WARRANTY REPAIRS ARE MADE.**

**SERVICE DEPARTMENT: (724) 746-1100**

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**SPX DELTECH**