



UNILUX ADVANCED MANUFACTURING, LLC

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## STANDARD LIMITED WARRANTY

Form SLW-1119-R09

Effective NOV 2019

**Worldwide Product Sales of UNILUX ADVANCED MANUFACTURING, LLC (“the Company”), are made subject to, and in strict accordance with the Standard Terms and Conditions in performance of Quotation and Sale and the Standard Limited Warranty (“the Warranty”) Terms and Conditions, as set forth by the Company and contained herein.**

### **A. Limited Warranty**

The Company warrants that at the time of shipment, or field erection completion, PRODUCT MANUFACTURED BY THE COMPANY SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP and shall possess the characteristics represented in writing by the Company. THE WARRANTY IS CONDITIONED UPON SATISFACTORY CREDIT PERFORMANCE, THE PRODUCT BEING PROPERLY INSTALLED, MAINTAINED AND OPERATED UNDER NORMAL CONDITIONS OF SERVICE IN A MANNER THAT DOES NOT MATERIALLY VARY FROM THAT WHICH SUCH PRODUCT IS USUALLY TESTED PURSUANT TO APPLICABLE INDUSTRY STANDARDS EXISTING AT TIME OF SALE AND IN ACCORDANCE WITH APPLICABLE INSTALLATION, OPERATION AND MAINTENANCE INSTRUCTIONS FROM THE COMPANY. This Warranty is extended only to the Original Purchaser and shall not be assigned or transferred, and,

1. For Factory Assembled, Packaged and/or Field Erected Fire-Tube and Water-Tube Boilers, Waste Heat Recovery Steam Generators, Condensate, Feedwater and/or Deaerator Storage Tank(s)/System(s) is for a period Twelve (12) months from the date the product is first commissioned and/or field hydrostatically tested, or Eighteen (18) months from the date of shipment, or date of notification of availability for shipment, whichever shall be less, and/or,
2. For all other products, parts and components for a period of Twelve (12) months from the date of shipment, or date of notification of availability for shipment.
3. This Warranty may not be altered, or modified, without the express written consent of an Officer of the Company.

### **B. Limited Warranty Adjustment**

1. Company agrees to repair or replace, at its sole option, however shall not be responsible or liable for expenses, without limitation, including labor charges for the removal, replacement or adjustment, any product, component or part thereof, which, upon examination, test and determination, proves defective within the terms of the Warranty.
2. Purchaser must notify Company, in writing, for any Warranty claim within Thirty (30) days of the discovery of any alleged defect, or Purchaser's rights hereunder shall lapse.
3. Product, part or component shall not be accepted for return, or replacement, without the express written authorization of Company. Upon such authorization, and in accordance with instructions from Company, the product shall be returned to Company's place of manufacture, shipping charges prepaid by Purchaser, and may be subject to restocking charges. Company shall furnish to Purchaser the repaired or replacement part or component, FCA-Niskayuna NY USA, Freight Pre-Paid and Add, limited to the continental United States only (excluding Alaska and Hawaii). Expenses, including without limitation, Freight, Export Crate, Insurance, Forwarding Fees and Customs Declarations, to other points of destination worldwide, shall be borne by Purchaser.
4. Warranty claims are subject to evidence and prior receipt of:
  - a. Pre-Start-Up Inspection and Start-up Reports that have been properly completed, signed and upon start-up/commissioning, forwarded to the Company, indicating the date of original installation, commissioning and name of the installer; and the Purchaser shall,
  - b. Establish that necessary, required, accepted and appropriate design engineering methods were employed to ensure the proper intended use of product within system for which product has been utilized and that the product, component or part thereof was installed, operated and maintained and safety programs and procedures established and training programs provided, in accordance with manufacturer's recommendations and instructions.



**C. Exclusions from Limited Warranty**

1. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESSED OR IMPLIED IN LAW. The Company neither assumes, nor authorizes any person(s), or entity, to assume any other obligation or liability in connection with the warranted equipment or any part or component thereof. There are no express warranties, except those contained herein, to the extent permitted by law. IMPLIED WARRANTIES AND WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY ARE SPECIFICALLY EXCLUDED. With specific regard and limitation to the United States of America, laws of certain jurisdictions may not permit such limitation of warranty or remedy. In the event such a law applies, the foregoing exclusions are amended insofar as required by said law.

2. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER BASED UPON WARRANTY, CONTRACT OR NEGLIGENCE, HOWEVER ARISING, IN CONNECTION WITH THE SALE, USE OR REPAIR OF THE PRODUCT. The maximum liability of the Company shall not exceed the contract price for the product, part or component thereof claimed defective.

3. This Warranty does not extend to any product manufactured, utilized and/or furnished by the Company which has been subjected to misapplication, neglect, accident, improper installation, operation, maintenance or misuse including any component or part thereof, in violation of instructions furnished by Company, or has been replaced, repaired or altered by person(s), or entity, not expressly authorized by Company; nor to any product, part or component, the serial number, model number, or any identification of which has been removed, defaced, or changed.

4. The Company shall bear no responsibility, or liability, for the performance of any product, component or part thereof operating under conditions materially varying from that which such product is usually tested pursuant to applicable industry standards, nor for damage to product from abrasion, erosion, corrosion, deterioration, or the like, due to abnormal temperatures or the influence of foreign matter or energy, nor for design or operation of any system which such product may be made part, nor for suitability, or merchantability, of any such product for any particular application.

5. Components, or parts thereof, furnished by any supplier, or manufactured by any Original Equipment Manufacturer, shall bear only those warranties made by the supplier and/or manufacturer of that component product. Any refractory supplied with this product will be guaranteed as to quality only. Refractory manufacturers will not guarantee, or warrant, the service life of refractory products and the Company, therefore, is limited to this extent.

6. Equipment and components subject to abrasion, corrosion, erosion and/or wear and tear during normal operating conditions including without limitation, lamps, filters, belts, lubricants, gaskets, bearings, refractory, damage due to improper commissioning and maintenance procedures, water quality program, appurtenant support equipment failure or inadequacy. Labor, material, commissioned analysis, including without limitation, general expenses which may be necessary and required to determine any of the above exclusions.

**D. Purchaser/Owner Responsibility and Obligation**

1. Receive, store, protect, operate and maintain product in conditions free from corrosive, hazardous, harmful or dangerous atmosphere and/or environment.

2. Provide proper and sustained ventilation, electrical, fuel and hydronic inputs in accordance with applicable, necessary and required jurisdictional mandates, established and accepted industry codes, guidelines and/or requirements.

3. Maintain proper and sustained water quality and preventive/periodic maintenance programs, together with requisite logs/reports/records to evidence performance of same. Assure ancillary support system(s) condition and operation. Install, operate and maintain equipment in accordance with Installation, Operation and Maintenance Manuals provided with equipment and/or components.

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