

Warranty

Seller warrants its products to be free from defects in material and workmanship, EXCLUSIVE, HOWEVER, of failures attributable to the use of materials substituted under emergency conditions for materials normally employed. This warranty covers replacement of any parts furnished from the factory of Seller, but does not cover labor of any kind and materials not furnished by Seller, or any charges for any such labor or materials, whether such labor, materials or charges thereon are due to replacement of parts, adjustments, repairs, or any other work done. This warranty does not apply to any equipment which shall have been repaired or altered outside the factory of Seller in any way so as, in the judgment of Seller, to affect its stability, nor which has been subjected to misuse, negligence, or operating conditions in excess of those for which such equipment was designed. This warranty does not cover the effects of physical or chemical properties of water or steam or other liquids or gases used in the equipment.

BUYER AGREES THAT SELLER'S WARRANTY OF ITS PRODUCTS TO BE FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP, AS LIMITED HEREIN, SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, THERE ARE NO OTHER WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH EXTEND BEYOND THE PRODUCT DESCRIPTION CONFIRMED BY BUYER AND SELLER AS OF THE DATE OF FINAL AGREEMENT.

This warranty is void if the input to the product exceeds the rated input as indicated on the product serial plate by more than 5% on gas-fired and oil-fired units, or if the product in the judgment of SELLER has been installed in a corrosive atmosphere, or subjected to corrosive fluids or gases, been subjected to misuse, negligence, accident, excessive thermal shock, excessive humidity, physical damage, impact, abrasion, unauthorized alterations, or operation contrary to SELLER'S printed instructions, or if the serial number has been altered, defaced or removed.

Heat Exchangers

For Seller's non-separated combustion gas-fired unit heaters.

BUYER'S REMEDY FOR BREACH OF WARRANTY, EXCLUSIVE OF ALL OTHER REMEDIES PROVIDED BY LAW, IS LIMITED TO REPAIR OR REPLACEMENT AT THE FACTORY OF SELLER, ANY HEAT EXCHANGER WHICH SHALL, WITHIN TEN YEARS FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN TEN YEARS FROM DATE OF RESALE BY BUYER OR ANY OTHER USER, WITHIN TEN YEARS FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN ONE HUNDRED TWENTY-SIX MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST, BE RETURNED TO SELLER WITH TRANSPORTATION CHARGES PREPAID AND WHICH THE EXAMINATION OF SELLER SHALL DISCLOSE TO HAVE BEEN DEFECTIVE; EXCEPT THAT WHEN THE PRODUCT IS TO BE USED

BY BUYER AS A COMPONENT PART OF EQUIPMENT MANUFACTURED BY BUYER, BUYER'S REMEDY FOR BREACH, AS LIMITED HEREIN, SHALL BE LIMITED TO ONE YEAR FROM DATE OF SHIPMENT FROM SELLER. FOR GAS-FIRED PRODUCTS INSTALLED IN HIGH HUMIDITY APPLICATIONS AND UTILIZING STAINLESS STEEL HEAT EXCHANGERS, BUYER'S REMEDY FOR BREACH, AS LIMITED HEREIN, SHALL BE LIMITED TO TEN YEARS FROM DATE OF SHIPMENT FROM SELLER.

Heat Exchanger (Condensers) for all Seller's products except !!QD: separated combustion gas-fired unit heaters, and Burners and Sheet Metal for all products.

BUYER'S REMEDY FOR BREACH OF WARRANTY, EXCLUSIVE OF ALL OTHER REMEDIES PROVIDED BY LAW, IS LIMITED TO REPAIR OR REPLACEMENT AT THE FACTORY OF SELLER, ANY HEAT EXCHANGER (CONDENSER) OR BURNER WHICH SHALL, WITHIN

ONE YEAR FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN ONE YEAR FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN EIGHTEEN MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST, BE RETURNED TO SELLER WITH TRANSPORTATION CHARGES PREPAID AND WHICH THE EXAMINATION OF SELLER SHALL DISCLOSE TO HAVE BEEN

DEFECTIVE; EXCEPT THAT WHEN THE PRODUCT IS TO BE USED BY BUYER AS A COMPONENT PART OF EQUIPMENT MANUFACTURED BY BUYER, BUYER'S REMEDY FOR BREACH, AS LIMITED HEREIN, SHALL BE LIMITED TO ONE YEAR FROM DATE OF SHIPMENT FROM SELLER.

All Other Components Excluding Heat Exchanger (Condenser), Burner, and Sheet Metal

All Seller Heating Products except Direct-Fired and Weatherpack@. BUYER'S REMEDY FOR BREACH OF WARRANTY, EXCLUSIVE OF ALL OTHER REMEDIES PROVIDED BY LAW, IS LIMITED TO REPAIR OR REPLACEMENT AT THE FACTORY OF SELLER, ANY PART OR PARTS WHICH SHALL, WITHIN TWO YEARS FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN TWO YEARS FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN THIRTY MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST, BE RETURNED TO SELLER WITH TRANSPORTATION CHARGES PREPAID AND WHICH THE EXAMINATION OF SELLER SHALL DISCLOSE TO HAVE BEEN DEFECTIVE; EXCEPT THAT WHEN THE PRODUCT IS TO BE USED BY BUYER AS A COMPONENT PART OF EQUIPMENT MANUFACTURED BY BUYER, BUYER'S REMEDY FOR BREACH, AS LIMITED HEREIN, SHALL BE LIMITED TO ONE YEAR FROM DATE OF SHIPMENT FROM SELLER.

Direct-Fired and Weatherpac~.

BUYER'S REMEDY FOR BREACH OF WARRANTY EXCLUSIVE OF ALL OTHER REMEDIES PROVIDED BY LAW IS LIMITED TO REPAIR OR REPLACEMENT AT THE SELLER'S OPTION ANY PART OR PARTS WHICH SHALL WITHIN A PERIOD OF ONE YEAR FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN ONE YEAR FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN 18 MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST, BE RETURNED TO SELLER WITH TRANSPORTATION CHARGES PREPAID AND WHICH THE EXAMINATION OF THE SELLER SHALL DISCLOSE TO HAVE BEEN DEFECTIVE.

BUYER AGREES THAT IN NO EVENT WILL SELLER BE LIABLE FOR COSTS OF PROCESSING, LOST PROFITS, INJURY TO GOODWILL, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE ORDER OR USE OF ITS PRODUCT, WHETHER ARISING FROM BREACH OF WARRANTY, NONCONFORMITY TO ORDERED SPECIFICATIONS, DELAY IN DELIVERY, OR ANY LOSS SUSTAINED BY THE BUYER.

Cancellation -Inspection -Rejection

Orders for material or equipment are not cancelable, either in whole or part, nor is material returnable for credit.

Seller will replace any material or equipment not conforming to the product description as agreed upon by Buyer and Seller as of the date of shipment only if the Buyer notifies Seller, at the address on the Seller's INVOICE, of the particular detail of non-conformance or defect of such material or equipment, by written or electronic notice, either before or immediately upon delivery, and only if such non-conforming material or equipment is returned, sold, or otherwise disposed of in accordance with instructions of Seller. Buyer agrees to inspect all of the ordered material or equipment either before or upon delivery and waives all his rights to reject or refuse to accept any non-conforming material or equipment unless notice is given to Seller in the aforesaid time and manner. Buyer may inspect the ordered material at Seller's plant in an area designated by Seller. Buyer agrees that the right of rejection of non-conforming material or equipment, as limited herein, and the right to replacement by Seller with material or equipment, as limited herein, and the right to replacement by Seller with material or equipment conforming to the ordered specifications, are exclusive of all other remedies provided by law. Written authorization must be issued by Seller before any material is returned to its plant.

Governing Law

It is agreed that the parties hereto intend that all questions as to validity, interpretation, and required performance arising out of this contract are to be governed by the laws of the State of Wisconsin (Uniform Commercial Code).

As Modine Manufacturing Company has a continuous product improvement program, it reserves the right to change design and specifications without notice.