

Limited Warranty- Fabrication

Heatex Technologies LLC guarantees its Coils and Equipment against defects in material or workmanship under normal use and service for a period of one year from date of shipment from the factory. All obligations and liabilities under this limited warranty are limited to repairing or replacing defective parts, at our option, F.O.B., Shipping Point, when allegedly defective equipment is returned (carrier charges prepaid), and upon our examination, prove to be defective.

Limited Warranty does not cover equipment which fail due to internal or external corrosion, freeze-ups, water hammer, thermal shock or for equipment improperly installed and operated at pressures and temperatures exceeding those specified.

Heatex Technologies shall not be held responsible for any labor charges involved in the removal or replacement of coils or equipment at the place of operation. No liability is accepted for consequential damages arising out of any failure. Changes or repairs attempted in the field without authorization from the factory automatically voids this limited warranty.

Heatex Technologies' failure to object to provisions contained in customers' purchase orders or other communications shall not be deemed a waiver of the terms or conditions hereof nor acceptance of such provisions. The terms and conditions contained herein are the final, complete and exclusive expression of the parties' agreement. No representations or guarantees other than those contained herein shall be binding upon Heatex Technologies.

The Heatex Technologies, whose policy is one of continuous improvement, reserves the right to improve its product through changes in design or material.

THIS WARRANTY IS A LIMITED WARRANTY; IT IS THE ONLY WARRANTY EXTENDED BY HEATEX TECHNOLOGIES IN CONNECTION WITH ANY SALE BY IT; IT IS EXTENDED TO CUSTOMER ONLY AND NOT TO ANY SUCCESSIVE BUYERS, USERS, THIRD PARTIES, OR EMPLOYEES; AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limited Warranty- Performance

The Heatex Technologies guarantees its coils and equipment against defects in material, workmanship and engineering performance (if provided) under the operating parameters provided for a period of one year from date of shipment from its factory. All obligations and liabilities under this limited warranty are limited to repairing or replacing defective parts, at our option, FOB Shipping Point when allegedly defective equipment is returned (carrier charges prepaid), and upon our examination, prove to be defective.

In the event there is a claim on engineering performance the customer is require to prove the measured heat rejection was less than specified by Heatex Technologies and the operating parameters specified where met by contracting, at the cost of the customer, a third party contractor experienced in the test and measurements of such systems and certified by the National Environmental Balancing Bureau (NEEB) or the Associated Air Balance Council (AABC). The third party contractor will be paid by the customer and approved by Heatex Technologies before testing is done. Heatex Technologies has the right to witness the testing, all travel expenses to be prepaid by the customer. A passing performance test shall be indicated by the measured heat rejection being equivalent or greater than the approved heat rejection approved by the customer.

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The Heatex Technologies, whose policy is one of continuous improvement, reserves the right to improve its product design through changes in design and materials.

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