



DIVERSIFIED HEAT TRANSFER INC.

Designers and Manufacturers of Heat Transfer Equipment

Limited Warranty

1. Limited Warranty:

Subject to the terms, limitations, and disclaimer provisions set forth herein, DHT Inc. warrants to the original Purchaser that products manufactured by DHT Inc. shall be free from defects in material and workmanship under normal use. This warranty as to material and workmanship shall extend for a period of 12 months from date of shipment from DHT Inc. plant.

This warranty is issued only to the original Purchaser and is intended solely for the benefit of the original Purchaser of the products from DHT Inc. This warranty is not transferable, applies only to a unit installed within the United States of America, its territories or possessions and Canada and is in lieu of all other warranties expressed or implied. DHT Inc. neither assumes nor authorizes any other person to assume for DHT Inc. any liabilities not herein stated.

It is agreed that in the event of breach of the warranty described herein, the liability of DHT Inc. shall be limited to repairing or replacing the non-conforming goods, or, in DHT Inc.'s sole discretion, repayment to the Purchaser of the purchase price paid upon return to DHT Inc. of the non-conforming goods. DHT Inc. will repair or replace, free of cost to Purchaser-User, F.O.B. factory, any part or parts that in DHT Inc.'s judgment is defective. Upon DHT Inc. authorization, the said part or parts should be returned to DHT Inc., transportation prepaid, for inspection and judgment. DHT Inc. assumes no responsibility for the expense of labor, materials, or incidental costs necessary to remove a defective part or install repaired or new parts.

The Limited Warranty is subject to the terms and conditions described herein.

2. General Disclaimers and Limitations on Warranty

DHT INC. MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES IT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY DHT INC. OR THE USE THEREOF EXCEPT AS IS SPECIFICALLY SET FORTH ON THE FACE HEREOF. THIS WARRANTY, WHICH IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSES OR IMPLIED CONSTITUTES THE ONLY WARRANTY MADE BY THE SELLER.

THIS LIMITED WARRANTY DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF ANY MISUSE, NEGLIGENCE, OR USE OUTSIDE OF THE PURPOSES OR PARAMETERS FOR WHICH THE EQUIPMENT(S) OR PART(S) WAS DESIGNED.

DHT INC. SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES. DHT INC. MAKES NO WARRANTY OF ANY KIND.

DHT INC. SHALL NOT BE LIABLE FOR ANY DAMAGE OR DELAYS OCCURRING IN TRANSIT, FOR ANY DEFAULT OR DELAYS IN PERFORMANCE CAUSED BY ANY CONTINGENCY BEYOND ITS CONTROL INCLUDING WAR, GOVERNMENT RESTRICTIONS OR

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RESTRAINTS, STRIKES, SHORT OR REDUCED SUPPLY OF RAW MATERIALS, FIRE, FLOOD OR OTHER ACTS OF GOD, NOR FOR DAMAGE OR LOSS OF ANY PRODUCTS, REFRIGERANT, PROPERTY, LOSS OF INCOME OR PROFIT DUE TO MALFUNCTIONING OF SAID UNIT.

ANY AND ALL CONTROVERSIES, ISSUES, CLAIMS OR DISPUTES RELATING TO THIS PURCHASE AND SALE TRANSACTION, INCLUDING BUT NOT LIMITED TO, ANY CONTROVERSIES, ISSUES, CLAIMS AND DISPUTES CONCERNING THE INTERPRETATION OR ENFORCEMENT OF ANY WARRANTY (OR ANY LIMITATION OR OTHER ASPECT THEREOF), SHALL BE GOVERNED BY NEW JERSEY LAW.

3. Specific Limitations to Warranty

Parts Only

This warranty is limited to repair or replacement of defective parts only and does not include labor. DHT Inc., at its sole discretion, may preauthorize the inclusion of labor expense. No claim for labor charges will be allowed without a written preauthorization from DHT Inc.'s service department. Prior written approval from DHT Inc. is required, in the event DHT Inc. has authorized the customer to purchase replacement parts for any warranted parts; and, such replacement parts must be obtained directly from a manufacturer's representative or DHT Inc. Claims for replacement parts obtained locally will be disallowed unless accompanied by a DHT Inc. purchase order for such replacement parts.

Orders for warranty replacement parts will be shipped ground transportation prepaid using the most appropriate transportation method.

Any premium transportation service will be at the cost of the requestor.

Export Equipment

Equipment exported outside the United States will be covered under the same parts only warranty as non-exported equipment; provided that, all warranty transactions must take place within the territorial United States. Parts covered under warranty must be paid for in advance of any parts shipment. The customer will be reimbursed upon return of the warranty part and after the part has been inspected and determined defective. All exporting paperwork and shipping costs, including crating, will be the responsibility of the party ordering the part.

Initial Inspection

DHT Inc. will not be responsible for shipping damage, or for parts lost in transit, or for any claims of concealed damage. It is the responsibility of the receiving party to thoroughly inspect the equipment upon delivery for damage and to verify that any loose parts have been included in the shipment. The bill of lading will indicate if parts are shipped loose in the unit. If shipping damage has occurred, or loose parts are missing, the receiving party must resolve the issue through the claim process with the company responsible for transporting the equipment.

4. Notice to DHT Inc.

To contact and/or notify DHT Inc. Service Department the following contact information must be used:

Address: 439 Main Rd, Rt. 202, Towaco, NJ 07082 Office Phone: 718-386-6666

Fax: 718-386-7809

Email: dht@dhtnet.com