

SUPERSTEAM STEAM GENERATOR PRODUCT SPECIFIC LIMITED WARRANTY

Subject to the terms and conditions herein and the Terms and Conditions of Sale (as defined herein), Diversified Heat Transfer, Inc. (DHT) ("Seller") provides to the purchaser of the product ("Buyer") a non-prorated warranty for the following components of the SuperSteam Steam Generator. The SuperSteam Steam Generator must be operated in accordance with the conditions stated herein, against the indicated failures. The SuperSteam Warranty commences on the date of shipment or if a start-up report is furnished to Seller, on the start-up date shown on the report furnished to Seller (the "Warranty Period"). The startup must be completed within six (6) months of shipment, and the start-up report must be furnished to Seller within thirty (30) days of the startup.

- **TUBE BUNDLE** shall carry a non-prorated (3) year warranty against failure due to thermal shock, mechanical failure, manufacturing or material defect. The tube bundle shall not be warranted from failure due to scaling, liming, corrosion, or erosion due to water or installation conditions.
- **SHELL** shall carry a non-prorated (5) year warranty.
- **ALL OTHER COMPONENTS** shall carry a non-prorated (1) year warranty.

CONDITIONS OF WARRANTY:

This Specific Product Limited Warranty is transferrable to the owner that utilizes the product(s) purchased hereunder for its intended use at the original installation site (the "Original Owner"). This Specific Product Limited Warranty is non-transferable to anyone who subsequently receives or purchases products from the Original Owner. If the Original Owner did not purchase the product directly from Seller, the Original Owner should contact the reseller from whom it purchased the product for a copy of the Terms and Conditions of Sale which can be also found on www.dhtnet.com.

Seller's obligations under this Specific Limited Warranty is limited to modify, repair, or exchange the defective item which after examination shall, to Seller's own satisfaction be determined to have been defective at the time it was shipped. In the event that a replacement is provided by Seller, the defective item will become the property of Seller. Any claims relating to this product shall be limited to the list price of the product at the time of sale. Transportation to Seller's facility or other designated facility for repairs of any products or party alleged defective shall, in all events, be at Buyer's sole risk and cost.

This warranty applies only if the Seller receives, within the Warranty Period, an immediate written notice, providing a detailed description of all claimed defects, upon discovery of such defects together with proof of purchase (invoice or Order Acknowledgment) and a copy of the start-up report for the affected product (Attention: Diversified Heat Transfer, Inc., 439 Main Rd. Rte 202, Towaco, NJ).

Seller may seek reimbursement of any costs incurred by Seller where the product is found to be in good working order, or when it has been determined that this Specific Product Limited Warranty does not apply as per the exclusions set forth below. The remedies available to Buyer set forth herein are exclusive remedies, and all other remedies, statutory or otherwise, including but not limited to the right of legal action, are waived by Buyer. Buyer shall indemnify and hold Seller harmless against, any claim due to any injury or death to any person or damage to any property resulting in whole or in part from any modification or alteration Buyer makes to any product sold hereunder.

EXCLUSIONS:

To the full extent permitted by law, Seller shall have no liability for and the warranties do not cover:

- A. Any product which has been altered or repaired by other than Seller's personnel;
- B. Deterioration or failure of any product due to
 - a. abrasion, corrosion, erosion or fouling,
 - b. misuse,

- c. modification not authorized by Seller in writing
- d. improper installation, lack of or improper maintenance or operation;
- C. Equipment not furnished by Seller, either mounted or unmounted, or when contracted for by a party or parties other than Seller to be installed or handled;
- D. The suitability of any product for any particular application;
- E. The design or operation of owner's plant or equipment or of any facility or system of which any product may be made a part;
- F. Any damage to the product due to abrasion, erosion, corrosion, deterioration, abnormal temperatures or the influence of foreign matter or energy;
- G. The performance of any product under conditions varying materially from those under which such product is usually tested under industry standards at the time of shipment;
- H. Leakage or other malfunction caused by:
 - a. defective installations in general and specifically, any installation which is made
 - i. in violation of applicable state or local plumbing, housing or building codes or
 - ii. contrary to the written instructions furnished with the product,
 - b. adverse local conditions in general and, specifically, sediment or lime precipitation in the tubes, headers and/or shells or corrosive elements in the water, heating medium or atmosphere, or
 - c. misuse in general and, specifically, operation and maintenance contrary to the written instructions furnished with the unit, disconnection, alteration or addition of components or apparatus, not approved by Seller, operation with heating media, fuels or settings other than those set forth on the rating plate or accidental or exterior damage;
- I. Discoloration or rusty water caused by piping, fittings, valves, pumps or other sources outside of the SuperSteam Steam Generator;
- J. INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF THE USE OF PRODUCTS, FACILITIES OR PRODUCTION, INCONVENIENCE, LOSS OF TIME OR LABOR EXPENSE INVOLVED IN REPAIRING OR REPLACING THE ALLEGED DEFECTIVE PRODUCT;
- K. Damage to surrounding area or property caused by leakage or malfunction;
- L. Costs associated with the replacement and/or repair of the unit including: any freight, shipping or delivery charges, any removal, installation or reinstallation charges, any material and/or permits required for installation, reinstallation or repair, charges to return the SuperSteam Steam Generator or components;
- M. Any claim due to any injury or death to any person or damage to any property resulting in whole or in part from any modification or alteration Buyer makes to any product sold hereunder; and
- N. Design defects where Seller has complied with Buyer's design specifications.

No salesman or other representative of the seller has any authority to expand warranties beyond the face of the said warranty and purchaser shall not rely on any oral statement except as stated in the said warranty. An Officer of the Seller must do any modifications to this warranty in writing.

WARRANTY CLAIMS:

Warranty claims should be presented through prompt telephone notification to DHT at toll-free 1-800-221-1522 or email to warranty@dhtnet.com. In order to process a warranty claim a formal purchase order number is required prior to shipment of any warranty item. In addition, the returned item must include a Returned Goods Authorization (RGA) label, attached to the shipping carton, which identifies the item's return address, register number and factory authorized RGA number.

This warranty applies only to units sold to customers in North America. All other geographical areas carry a standard warranty of 18 months from date of shipment or 12 months from startup, whichever comes first.