

THERMOGUARD LIMITED WARRANTY

Warranty Holder = the user of the machine

Warranty provider = the applicator

General

Subject to the terms and conditions, limitations and exclusions of this warranty, the Thermoguard system will be free of defects for the period of three years, if used only for purposes approved by Thermoguard. Thermoguard warrants, that the materials herein conform to Thermoguard product specifications. Thermoguard warranty will only be valid if:

- An official Thermoguard applicator has executed application.
- Exposure conditions are not exceeding the Thermoguard Maximum Accepted Concentration.
- All maintenance activities are executed by mild detergents by maintenance protocol on the internet www.thermoguard.net
- Thermoguard warranty sticker is attached.

Under this Warranty, Thermoguard Applicator will repair, at no cost, any Thermoguard material found to be defective within three (3) years from delivery month mentioned on the Thermoguard sticker. It is the specific responsibility of the user of the installation to notify the Thermoguard applicator and request, prior to installation, the terms as described hereunder. It is the specific responsibility of the manufacturer not to accept a Thermoguard treatment without a warranty sticker. If no sticker is present the warranty will be void.

Warranty conditions in other exposure conditions (resistance list at www.thermoguard.net), or to other heat exchangers than copper tubed aluminum finned condensers are only valid if approved by Thermoguard (fill in a warranty application form at www.thermoguard.net). This may concern different project specifications or other heat exchangers than Copper Aluminum Condensing Coils. **After three years a warranty extension, can be issued by a Thermoguard applicator in the region, under the conditions set forth by the applicator.**

At the following exposure conditions at least (half) yearly maintenance is highly recommended by an authorized Thermoguard applicator to prevent coating failures that are not covered by Thermoguard warranty terms :

PAPERMILLS – high concentrations of condensed acids may result in high acid concentrations.

BREWERIES – mildew and yeast are generally settling on the condenser and can only be removed by acid cleaning. This cleaning will result in a void warranty.

FERTILIZER - high peak levels of ammonia exhaust may result in condensed ammonia that will attack the coating and will result in a void warranty.

CHEMICAL – high peak levels of chemical exhaust may result in condensed chemicals that could attack the coating and will result in a void warranty.

EROSIVE AREA'S / MIDDLE EAST – erosion is not the same as corrosion and not covered by our warranty terms. In desert area's, off shore applications etc. subject to high erosive impact Thermoguard advises frequent maintenance. High concentrations of Silicium will be concluded as erosion attack.

MINING – in all cases the exhaust from mining bring excessive concentrations of chemicals and fixed dirt adhesion to the coils, this will result in void warranty if not properly maintained.

This list may be incomplete, for recommendation contact Thermoguard or Triple E offices.

CONDITIONS

This warranty is only valid if:

1. Information provided at the sole discretion of Thermoguard to the Thermoguard Applicator concerning the exposure conditions is accurate and complete. The exposure conditions do not exceed the maximum accepted concentration values as listed in the resistance list at www.thermoguard.net
2. Regular inspection / maintenance conditions meet the Thermoguard specifications (maintenance protocol www.thermoguard.net) . If during the three years any pressure drop or capacity problem occurs due to **pollution** of the coil, the cleaning activity is considered to be **non-regular** maintenance and must be corrected by Thermoguard licensed applicators, and will be charged at the regular market prices. The warranty will be void if another contractor executes this procedure.
3. The owner gives notice of failure of the Thermoguard material to Thermoguard applicator in writing fourteen (14) days after discovery of the failure, an inspection is required each month. After providing such notice, **owner shall allow Thermoguard Applicator or its representative free access to the installation site for inspection and sampling of fin material or air sampling and taking pictures of the damage, at their earliest convenience.** If notice is **not** given within such fourteen (14) days period, any claim for breach of this Warranty shall be conclusively deemed to have been waived, and Thermoguard applicator shall have NO LIABILITY under this Warranty.
4. The independent analyses **do not** conclude exceeded concentrations of particles listed in the resistance list. The warranty holder accepts the conclusion of this report unconditionally and consequently the possible denial of the warranty claim. The Applicator will charge the costs of the analyses and coil inspection to the warranty holder.
5. The warranty claim will not change the expiration date of the warranty.
6. This warranty terms are accepted at sending the purchase order.

LIMITATIONS

Damage

Typically if more than 5% of the Thermoguard protective coating has worked loose as a result of demonstrable material defects or application errors and this has led to corrosion of the treated surface. In no way Thermoguard will be responsible for any consequential or inconsequential damages due to the failure of its product.

Coverage

In event of a claim, the covered costs of rectifying the defect will be for the sole discretion of Thermoguard, but limited to:

- Inspection of the damage.
- Renovation of the Thermoguard coating system.

Any waiting hours, or other costs not related to the direct execution of the warranty job will be charged for at the warranty holder. Thermoguard Applicator is not liable for any restrictions following the regulations at the installation site, transport from main local (air)port to the site.

EXCLUSIONS

This Warranty excludes any events including but not limited to (a) physical damage or abrasion to the Heat Exchanging System caused by animals, flying or falling objects, or natural disasters including but not limited to earthquakes, hailstorms, windstorms, hurricanes, and tornadoes, (b) vandalism, (c) structural movements, (d) defects in the construction of the heat exchanging machine (e) direct contact with hydro-carbons, or any other chemical (solid, liquid, gas, or any other form) that is not listed or that has not been otherwise approved by Thermoguard in writing, or (f) not regular cleaning by a non-authorized party, without any prior written consent by the Thermoguard Applicator or (h) damages have occurred during transport to the site or installation (i) damage following serious negligence of the owner (j) all follow up damages to company processes or fines or claims of third parties, (k) damages following poor maintenance or non compliance to maintenance guide lines (l) damages to coils or parts which are not clearly defined under this warranty (m) any other damages to company processes, employees or assets.

Notwithstanding any other provisions of this Warranty, this Warranty shall not become effective until Thermoguard has been paid in full for all materials and services.