



## ACT HVAC ENERGY RECOVERY HEAT PIPE HEAT EXCHANGER 20 YEAR LIMITED WARRANTY QUALITY PLEDGE

“Advanced Cooling Technologies, Inc. (“ACT”) warrants that its HVAC Energy Recovery Heat Pipe Heat Exchanger (“Product”) will be free from defects in material and workmanship for a period of five (5) years after the delivery of the Product. All electrical components including, but not limited to, pumps, control valves, fans, power supplies, and other electrical equipment are warranted for a period of one (1) year after the delivery of the Product. In addition, ACT warrants Heat Transfer Operation of the Heat Pipe Function of the Product for twenty (20) years.”

If the Product fails due to a defect in material or workmanship within the limited warranty period, ACT, at its exclusive option and upon confirmation of the existence of a defect covered by the limited warranty, will:

- a. Repair the product at our factory or at the original installation location; or
- b. Provide a replacement product.

### **LIMITATIONS APPLICABLE TO THE WARRANTY: CONDITIONS AND EXCLUSIONS**

1. The limited warranty is non-transferable and is given only for the original installation.
2. The limited warranty does not cover failure due to accident, misuse, abuse, neglect, improper handling, tampering, alterations or repair by someone other than ACT, corrosive atmospheres, environmental influences, thermal expansion or contraction stresses, vibration, mechanical shock, tensile or compressive forces, external coatings not approved by ACT, hydraulic or thermal shock, erosion, inadequate design, poor air distribution, improperly specified design conditions, operating conditions beyond the limits of the design or any reason not related to defects in material or workmanship of the Product.
3. ACT’s product must have been installed and maintained in accordance with good industry practice and any specific ACT recommendations.
4. ACT is not responsible for any and all operational losses related to a product malfunction or failure.
5. THERE ARE NO OTHER EXPRESS WARRANTIES, EXCEPT AS SET FORTH ABOVE. Any implied warranties or merchantability or fitness for any particular purpose to the parts or functions of the Product shall terminate on the termination dates of the corresponding expressed warranties covering said parts or functions. Under no circumstances shall ACT be liable for incidental, special, or consequential damages arising from breach of any express warranty or implied warranty including the implied warranties of merchantability or fitness for any particular purpose. ACT’s liability arising out of the manufacture and sale or supply of the Product shall not exceed the actual purchase price paid for the Product.

ACT recommends periodic cleaning of the coils and inspection for signs of external corrosion so that preventative measures can be taken prior to a failure of function. The refrigerant used in this product must be recovered by a trained, licensed technician to prevent unlawful discharge.