



EVAPCO® Standard Express Warranty for Dolphin One Year Total Product Including Options and Accessories

EXPRESS WARRANTY

EVAPCO warrants all components of the Dolphin® Water Treatment System against failure caused by defects in materials and workmanship for a period of twelve (12) months from the date installation is completed in accordance with good engineering practices or eighteen (18) months from the date of shipment, whichever occurs first. Included in this warranty are the Signal Generator, Umbilical Cable, Treatment Module and Optional equipment, if purchased as part of the Dolphin system, including conductivity controllers, conductivity probes, and motorized blowdown valves. All defective parts to be repaired or replaced shall be delivered to EVAPCO, shipping prepaid, with return shipment to the Buyer by EVAPCO to be made F.O.B. the factory, shipping prepaid by the Buyer.

The product warranty is predicated on system operation and maintenance in accordance with EVAPCO's recommended operation and maintenance procedures. Failure to follow EVAPCO's recommended operation and maintenance procedures will void these warranties. **Labor costs associated with any repair work performed under the terms of the warranties are NOT included within the warranty.**

The Buyer assumes responsibility for compliance with any regulations, codes, standards or ordinances applicable to the installation, location, operation or maintenance of the products. No person, agent, or dealer is authorized to enlarge upon the warranties set out herein or the obligations of EVAPCO hereunder.

LIMITATION OF LIABILITY

THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY EVAPCO, OR REFUNDING THE PURCHASE PRICE FOR THE DOLPHIN® WATER TREATMENT SYSTEM SET FORTH ON THE PURCHASE ORDER LESS STARTUP AND MONITORING FEES. IT SHALL BE IN EVAPCO'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE OFFERED REMEDY. IF EVAPCO DECIDES TO MAKE REPAIRS, EVAPCO HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT EVAPCO'S EXPENSE. EVAPCO IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT EVAPCO DID NOT PRE-APPROVE IN WRITING.

NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT, EVAPCO'S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE FOR THE DOLPHIN® SET FORTH ON THE PURCHASE ORDER. UNDER NO CIRCUMSTANCES SHALL EVAPCO BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF EVAPCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED TO THE COOLING OR REFRIGERATION SYSTEM AS A WHOLE OR ANY INDIVIDUAL COMPONENTS THEREOF. In addition, Evapco shall not be responsible for any injuries or damages of any kind whatsoever under any theory of tort to the extent the injuries or damage are caused by misuse of the product by buyer or any third party.

DISCLAIMER OF IMPLIED WARRANTIES

OTHER THAN THE EXPRESS MANUFACTURER'S WARRANTY DESCRIBED HEREIN, THE UNIT IS SOLD "AS IS" AND THERE ARE NO OTHER WARRANTIES. EVAPCO HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, THAT THE UNIT IS FIT FOR A PARTICULAR USE OR PURPOSE, THAT THE UNIT IS FIT FOR A PARTICULAR APPLICATION OR ENVIRONMENT, AND ANY WARRANTIES THAT MIGHT OTHERWISE ARISE OUT OF A COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE.