

## EQUIPMENT STANDARD LIMITED WARRANTY

**SERVICE POLICY** 

New Release

Form QTC-NM2 (115)

## **POLICY STATEMENT**

Quantech warrants all equipment and associated Quantechsupplied materials or start-up services, if applicable, performed by Quantech in connection therewith, against defects in workmanship and material for a period of eighteen (18) months from the original manufacture date, or twelve (12) months from date of start up, whichever occurs first. Subject to the exclusions listed below, Quantech, at its option, will repair or replace, FOB point of shipment, such products or components as it finds defective.

Quantech warrants Quantech reconditioned or replacement materials, or installation or start-up services performed, if applicable, by Quantech in connection therewith, against defects in workmanship and material for a period of 90 days from the original manufacture date.

The above represents the minimum warranty policy Quantech will extend to customers. Additional product specific coverage is provided as outlined in related warranty policies. No warranty repairs or replacements will be made until payment for all equipment, materials, or components has been received by Quantech.

## **EXCLUSIONS:**

Unless specifically agreed to in the contract documents, this warranty does not include the following costs and expenses:

- 1. Labor to remove or reinstall any equipment, materials or components.
- Shipping, handling or transportation charges, including cranes, safety walks, or other safety requirements specific to jobsites.
- 3. Cost of refrigerant.
- Freight damage.
- Field applied coatings added to any surface or heat exchanger.
- 6. Rental Chillers.

## **ALL WARRANTIES ARE VOID IF:**

- Equipment is used with refrigerants, oil, additives, or antifreeze agents other than those authorized by Quantech.
- 2. Equipment is used with any material or any equipment such as evaporators, tubing, other low side equipment or refrigerant controls not approved by Quantech.
- Equipment has been damaged by freezing because it was not properly protected during cold weather or damaged by fire or any other conditions not ordinarily encountered.
- Equipment is not installed, operated, maintained, and serviced in accordance with instructions issued by Quantech.
- 5. Equipment is damaged due to dirt, air, moisture, or other foreign matter entering the refrigerant system.
- 6. Equipment is not properly stored, protected, or inspected by the customer during the period from the original manufacture date to date of initial start-up.
- 7. Field coating of coil has occurred.
- 8. Equipment is damaged due to acts of god, abuse, including shipping damage, neglect, sabotage, or acts of terrorists.
- 9. Equipment has modifications carried out that have an effect on the original design of the product without such work being authorized by Quantech. Any on site design changes or unit modification/replacement shall be authorized in advance by Quantech.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS. IN NO EVENT SHALL QUANTECH'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY QUANTECH FROM BUYER FOR THE MATERIAL OR EQUIPMENT INVOLVED, NOR SHALL QUANTECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON LIABILITY AND DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF QUANTECH SUPPLIERS AND SUBCONTRACTORS.

