

CERTIFICATE OF WARRANTY for Plate & Frame Heat Exchangers

By Triangle Tube/Phase III Co., Inc.

LIMITED ONE YEAR WARRANTY

Triangle Tube/Phase III Co., Inc. hereby warrants the Plate & Frame Heat Exchanger to be free from defects in material and workmanship for a period of 1 (one) year from the date of the original installation. Triangle Tube/Phase III's sole and only liability and the original user's sole remedy under this warranty shall be limited to the repair or replacement, at Triangle Tube/Phase III's option, of the defective heat exchanger. The warranty does not cover damage from ordinary wear, erosion and/or corrosion.

SHIPPING - ASSEMBLY- INSTALLATION

Any and all costs required to disassemble, remove, ship, reassemble and reinstall a heat exchanger or any part there of **ARE NOT COVERED** under this warranty and shall be borne by original user. Deliveries under this warranty may be contingent upon Triangle Tube/Phase III's receiving shipments of equipment from outside the United State and Triangle Tube/Phase III shall not be liable for any future or delay in delivery due to any cause beyond its control.

EXCLUSIONS AND LIMITATIONS

Triangle Tube/Phase III Co. shall not be liable for any special, indirect, incidental or consequential damages whether arising out of breach of warranty, breach of contract or otherwise. All the warranties implied by state law, including the implied warranties of merchantability and fitness for a particular purpose, are hereby expressly limited to the duration of the limited one year warranty. The warranty is not transferable and shall apply only if the heat exchanger is correctly installed.



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Member of



Group

2009-58 Plate & Frame Warranty
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