



## Atrex Energy - Limited Warranty

### Limited Warranties

The limited warranty provided by Atrex Energy in this Limited Warranty applies only to Original Equipment Atrex Energy-branded products (“Atrex Energy Products”) that you (“Buyer”) purchase in North America, directly from Atrex Energy OR Authorized Partners for Buyer’s own use, and not for resale or for export outside of North America. For the warranty to be activated, the Buyer must return the Installation and Commissioning Checklist or Field Service Report within 10 days of installation or servicing.

The Atrex Energy Limited Warranty provides the Buyer with the following:

- Atrex Energy warrants that the Atrex Energy Products will be free from defects in workmanship and materials, under normal use, for twelve (12) months from installation or thirteen (13) months from the date of shipment, whichever is first to expire.
- Atrex Energy warrants that the Atrex Energy Products that qualify as Spare Stocking Parts will be free from defects in workmanship and materials, under normal use, for twelve (12) months from installation or thirty six (36) months from the date of shipment, whichever is first to expire.

The warranties set forth in this Standard do not apply to:

- Atrex Energy Products that are not installed by Atrex Energy approved personnel
- Any unauthorized third party products or services included with or used with the Atrex Energy Product.
- Damage that results from accident, abuse, misuse, neglect or any use of the Atrex Energy Product other than for its intended use.
- Damage that results from attempts to open, maintain, repair or modify the Atrex Energy Product by anyone other than Atrex Energy approved personnel.
- Atrex Energy Products (including Spare Stocking Parts) that are not stored in the original packaging in typical warehouse conditions such as indoor, dry and protected.
- Spare Parts that are installed without Atrex Energy confirming the compatibility with the system the parts are being installed in.
- Damage that results from the Atrex Energy Product being subjected to physical, thermal or electrical stress outside of specification including power fluctuations or other hazards.
- Atrex Energy Products, if the serial numbers or other identification marks that appear on the Atrex Energy Products as delivered are missing or altered.

- Atrex Energy Products that have not been subjected to the Preventive Maintenance schedule:
 

|                            |                 |
|----------------------------|-----------------|
| a. Filter Kit              | Once per year   |
| b. RP250 Desulfurizer Kit  | Every 4 years   |
| c. RP500 Desulfurizer Kit  | Every 3 years   |
| d. RP1000 Desulfurizer Kit | Every 18 months |
| e. RP1500 Desulfurizer Kit | Once per year   |

### **Warranty Remedies and Procedures**

As Buyer’s sole and exclusive remedy and Atrex Energy entire liability under this warranty, Atrex Energy will, at its option, repair the Atrex Energy Product or replace it with a comparable Atrex Energy Product. Repair or replacement will be from Atrex Energy Factory. Replacement parts and factory warranty labor will be borne by Atrex Energy. Field warranty labor is not covered under this Warranty. Replacement Atrex Energy Products and parts used to repair the Atrex Energy Products may be new, refurbished or reconditioned. Repaired or replaced Atrex Energy Products are warranted for the unexpired portion of the original warranty period. All Atrex Energy Products and parts that are replaced become the property of Atrex Energy.

Buyer must contact Atrex Energy Technical Support when Atrex Energy Product fails to conform to specified operation or when an alarmed failure/field test suggests that the Product may be faulty, whether in or out of the warranty period. A full report of the difficulty must be sent to the Atrex Energy Customer Service Department. Upon receipt of this report, the Atrex Energy Service Department will provide the assistance required to repair or replace the Atrex Energy Product prior to the return of any Atrex Energy Product for service. Upon validation of Buyer’s warranty entitlement, Atrex Energy will issue a Return Material Authorization (RMA) number along with return instructions. Buyer must ship the Atrex Energy Product to the designated location, freight pre-paid, in original or equivalent packaging within five (5) days after Atrex Energy issuance of an RMA number. Atrex Energy will not be responsible for any Atrex Energy Product damaged or lost in transit. Atrex Energy will return the repaired or replacement Atrex Energy Product to Buyer, freight pre-paid, in the United States. Atrex Energy will not be liable for any associated costs incurred by the Buyer, User or installing party as a direct or indirect result of failure or in the replacement of defective, in-warranty Product, unless Atrex Energy grants prior approval.

You may contact Atrex Energy at: 1.800.332.0277

This Limited Warranty Statement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA excluding its conflicts of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

### **Disclaimers**

THE LIMITED WARRANTIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT ARE IN LIEU OF AND ATREX ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND

CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER

ORAL OR WRITTEN, OBTAINED FROM ATREX ENERGY OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS LIMITED WARRANTY STATEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATION MAY NOT APPLY TO BUYER. ALL WARRANTIES IMPLIED BY STATUTE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES SET FORTH ABOVE.

### **Limitation of Liability**

IN NO EVENT WILL ATREX ENERGY LIABILITY TO BUYER ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS LIMITED WARRANTY STATEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE ACTUAL AMOUNT PAID TO ATREX ENERGY BY BUYER FOR THE ATREX ENERGY PRODUCT GIVING RISE TO THE LIABILITY.

IN NO EVENT WILL ATREX ENERGY BE LIABLE TO BUYER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE ATREX ENERGY PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ATREX ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS LIMITED WARRANTY STATEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

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