

# MUNTERS CORPORATION – DEHUMIDIFICATION DIVISION BASIC PRODUCT LIMITED WARRANTY

SCOPE:

What is included: Product Warranty for Purchased Warranty Period

What is excluded: Preventive or Routine Maintenance

Equipment Repairs or Modifications from Original Design

Shipping and Installation Damage

Labor Warranty

#### Munters Basic Product Limited Warranty

Munters Corporation warrants that the Products shall be free from defects in workmanship and materials for the lesser of (i) fifteen (15) months from the date of shipment of the Product by Munters; or (ii) twelve (12) months from the date that such Product becomes operational (collectively, the "Warranty"). Any extended warranties or warranties for services or labor shall be subject to Munters' "Additional Terms and Conditions – Service Plans," which shall be provided by Munters to Purchaser if applicable.

The Warranty applies only to Products that are properly installed, maintained and operated under normal conditions with competent supervision in accordance with the instruction manual, good maintenance practice and Munters recommendations, if any, made by Munters in writing. Without limiting the foregoing, the Warranty shall be void, and Munters shall have no liability for, in the case of any Products that: (a) have been disassembled, repaired or tampered with in any way, except when such work has been done with Munters' prior written approval, (b) have been damaged by use or operation in excess of any maximum pressures, temperatures or rated capacities as specified by Munters in writing, (c) have been damaged by corrosion, or have degradation in performance as a result of dirt, dust, or other foreign material, or (d) are considered consumable.

Munters' obligation, and Purchaser's sole and exclusive remedy, under the Warranty is limited to repair or replacement at Munters' facility, at Munters' option, of any Products (or parts thereof) determined to be defective in workmanship or material during the applicable warranty period. The Warranty is a parts only warranty, and except as may be provided in "Additional Terms and Conditions – Service Plans," if these Additional Terms are applicable, the Purchaser's remedy under the Warranty does not include services or labor. The warranty period shall not be extended by the performance of warranty repairs or replacements.

The Warranty shall be voided if payment is not made in accordance with the terms set forth in Munters' standard terms and conditions of sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE PRODUCTS, ANY RELATED SERVICES OR LABOR OR THEIR CHARACTERISTICS, QUALITY OR PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, AND ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY DISCLAIMED. NO AGENT, REPRESENTATIVE, OR DEALER, OR ANY OTHER PERSON OR ENTITY, IS AUTHORIZED TO GIVE ON MUNTERS' BEHALF ANY REPRESENTATION OR WARRANTY AS TO PRODUCT(S) OR TO ASSUME FOR MUNTERS ANY LIABILITY PERTINENT TO PRODUCT(S) UNDER ANY CIRCUMSTANCES.

# Munters' Responsibility:

- Munters Corporation shall maintain a Service Department to handle all warranty claims, and shall make every provision to resolve warranty claims quickly.
- Munters Corporation shall ship parts or products (equipment) repaired or replaced under this warranty to the customer F.O.B. Munters Corporation factory.
   Method of shipment shall be standard ground transportation at Munters Corporation expense. Munters Corporation shall not bear the cost of expedited delivery.
- Munters Corporation's obligation under this warranty is limited to repair or replacement, at its sole discretion, of warranted products which Munters
  Corporation's examination shall disclose to it's satisfaction to be defective.

### Customer's Responsibility:

- To adhere to the requirements set forth in Munters Corporation Terms of Sale, including timely and full payment.
- Purchase factory supplied Startup Services as an acknowledged line item on the original purchase order to Munters for the equipment to extend Munters
  Product Warranty as noted in scope above.
- The customer must contact Munters Corporation Service Department at the Products' manufacturing location.
  - o provide model, serial number and part number of product or part and a description of failure
  - o to obtain warranty service or written authorization to repair or replace defective products; and
  - o to obtain written authorization to return products believed to be defective
- Issue a purchase order for product shipment in advance of warranty determination for 1) new parts needed; 2) expedited delivery charges; 3) returned goods charges; 4) labor and 5) warranty claim processing fees if requested.
- Defective products must be returned within 30 days to receive credit.
- This warranty does not include labor. The customer shall pay all charges and costs associated with expedited delivery and all labor and equipment charges
  (such as crane, lifting devices, rigging, etc.) for removal or replacement of defective components. If the customer requires expedited delivery, the customer
  must inform Munters Corporation Service Department of the requirement.
- To keep this warranty in full effect, the customer must:
  - o maintain the product according to Munters Corporation Products' written instructions;
  - o repair damaged equipment promptly, and files warranty claims within seven (7) days of a problem occurrence.
- Munters Corporation shall in no way be prevented from providing warranty service using its employees or contractors.

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## **Exclusions:**

This warranty does not cover:

- Physical damage resulting from accident, or improper transportation, handling, or installation;
- Damage or operational problems caused by corrosion, or excessive dirt, dust or other foreign material;
- · Damage or operational problems caused by lack of proper care or maintenance, negligence, or improper application or use of the equipment
- Installation or connection of power supply and signals, external ductwork, piping or charging by others
- Components supplied or installed by the customer or others including but not limited to valves, filters, driers, accumulators and program based controllers;
- Labor charges associated with removal or replacement of warranted components;
- Any Munters Corporation Products which:
  - o has been repaired or altered in any manner without express written permission from Munters Corporation Service Department; or
  - o has been operated in any manner contrary to Munters Corporation Products' written instructions.

In such cases that Munters Corporation is prevented from providing service through its employees or contractors, the Customer accepts full responsibility for any warranty claim and Munters Corporation shall be absolved of any and all responsibility or liability for the repair.

#### Support

Technical troubleshooting and product support are available via phone on a twenty-four hour basis. Please contact the original equipment manufacturing facility at:

Massachusetts:

Munters Corporation – Dehumidification Division 79 Monroe Street Amesbury, MA 01913

Tel: 1-888-DH-WHEEL (1-888-349-4335) 8 AM to 5 PM

Or: 1-978-372-9782 5 PM to 8 AM

www.munters.com

Texas:

Munters Corporation – Dehumidification Division 16900 Jordan Road Selma, TX 78154 Tal: 1.800.229.8557.8 AM to 5 PM

Tel: 1-800-229-8557 8 AM to 5 PM Or: 210-249-3848 5 PM to 8 AM

www.munters.com

Virginia:

Munters Corporation – Dehumidification Division 225 South Magnolia Avenue Buena Vista, VA 24416

Tel: 1-540-291-1111 www.munters.com

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