

# PRIMACAIRE LABOR WARRANTY SERVICE PLAN – WINCO 18 MONTH PLAN

**PRE-REQUISITE:** Purchase of Munters Equipment Startup Service

### BENEFITS INCLUDED DURING WARRANTY PERIOD:

- Parts and Labor Warranty Extension
- One (1) Performance Test and Inspection Visit
- ➤ 10% Discount on Spare or Replacement Parts not covered under Warranty
- Discounts on current labor rates for Billable Repairs or Maintenance not covered under Warranty

### PERFORMANCE TEST AND INSPECTION VISIT SCOPE OF WORK:

To be completed at the Commissioning Milestone. Visit to be scheduled on a mutually agreed date and must be completed during the warranty period (Day 203).

The following services are part of each Performance Test and Inspection visit. These visits(s) shall be scheduled on mutually agreed to date(s) and must be completed during the warranty period. Services are performed by Munters-certified, factory-trained technicians who will:

- Perform a full analysis of the equipment's performance using calibrated state-of-the-art instruments, gauges, and tools.
- Inspect the Munters equipment and check for proper operation and mechanical function.
- Adjust valves, actuators, sensors, control units, and other Munters-supplied equipment. Minor adjustments can be completed as time permits during a visit.
- Prepare a service report detailing modifications, service, or operating parameter change recommendations, and a list of items to be monitored. Recommended repairs, replacement parts, system modifications, and routine maintenance suggestions will be part of the service report provided within two weeks of a PrimaCaire visit.
- Complete the visit in a professional manner according to standard practices.
- Provide training for site maintenance staff in the day-to-day operation of Munters equipment, providing routine maintenance suggestions and clarifications, as well as troubleshooting and problem-solving. Training will take place unit-side during normally scheduled visits and is limited to one hour per visit as scheduled by the technician.

# **PARTS DISCOUNTS:**

• There is a 10% discount on all factory-supplied parts while a PrimaCaire Agreement is in effect. These parts are limited to vendor availability; excludes consumable parts, discontinued items, etc. Discounted parts may only be used on the equipment under agreement. Parts availability and discounting are limited solely to Munters supplied materials.

#### **LABOR RATES:**

- Should the need arise for emergency service, repair work, or maintenance to be performed during the warranty period, Munters' labor rates will be discounted per Munters' Contract Customer rates as listed on current Billable Rate Sheet. This discount is for billable rates that would occur outside of regularly scheduled visits and beyond the normal scope of a PrimaCaire visit.
- Munters prices are based on a standard five-day work week. Any services required (including travel time) on a weekend,
  holiday or on overtime hours are subject to additional charges. A lead time of two to four weeks notice for local service
  technician availability and travel arrangements is required. Expediting requests require an additional premium.

79 Monroe Street, Amesbury, MA 01913 USA Tel: 888-DH-WHEEL or (888) 349-4335



Munters PrimaCaire Full Labor Warranty Service Plan extends the Munters Basic Product Limited Warranty (below) to provide for parts and labor services by a Munters technician to perform corrective action on equipment deemed by Munters to be under warranty. The warranty period shall be for the lesser of eighteen (18) months from the date of shipment of the Product by Munters; or twelve (12) months from the date of store turnover (collectively, the "Warranty").

After startup is performed, Munters will complete the Performance Test and Inspection visit(s) during the remaining warranty period to inspect, adjust, and evaluate the performance of the equipment. Munters reserves the right to require billable visits if inadequate customer maintenance appears to jeopardize warranty protection.

See Munters Product Basic Limited Warranty for additional Terms and Conditions.

## MUNTERS PRODUCT BASIC 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").

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 its satisfaction to be defective.

#### **Customer Responsibility:**

- To adhere to the requirements set forth in Munters Corporation Terms of Sale, including timely and full payment.
- Purchase factory supplied Startup Services and PrimaCaire Warranty Plan 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.

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To Order Parts https://www.munters.com/en/service/parts/

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- 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
- Munters Corporation shall in no way be prevented from providing warranty service using its employees or contractors.

#### **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 or our Munters website.

# **UPGRADING TO AN EXPANDED OR EXTENDED WARRANTY PLAN:**

Munters offers expanded or extended Warranty Plans. Such plans could increase the labor coverage and/or extend the timeframe of the warranty. Such an extension could include:

- Equipment repairs or modifications from original design
- Extended duration of coverage

### **UPGRADING TO INCLUDE A MAINTENANCE PLAN:**

Munters also offers a full Maintenance Plan to our customers for maximization of uptime and highest performance of equipment. This plan extends the time spent on site and increases the frequency of filter changes, belt and drive inspections, and seal maintenance. The Maintenance Plan covers:

- > Preventive and routine maintenance
- Minor equipment repairs or modifications
- > Installation of spare or replacement parts

For further information, please email one of our Service Representatives at:

ServiceAirTUSA@Munters.com

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