

## VALENT LIMITED WARRANTY AND DISCLAIMER POLICY

### PRODUCT WARRANTY

Valent ("WE," "US," OR "OUR") WARRANTS ITS PRODUCTS TO BE FREE FROM MATERIAL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF EIGHTEEN (18) MONTHS (OUR "BASE WARRANTY"). THIS BASE WARRANTY COMMENCES ON THE SHIPMENT DATE (THE "COMMENCEMENT DATE").

DURING THE BASE WARRANTY PERIOD, WE WILL PROVIDE THE REPLACEMENT PARTS NECESSARY TO CORRECT ANY MATERIAL DEFECTS IN OUR WORKMANSHIP AND MATERIALS. THE BUYER ("YOU" OR "YOUR") IS RESPONSIBLE FOR ALL OTHER COSTS OF CORRECTING ANY DEFECTS, INCLUDING, WITHOUT LIMITATION, COSTS ASSOCIATED WITH LABOR, INSTALLATION, REMOVAL & DISPOSAL, SHIPPING, HANDLING, CRATING, AND INSURANCE. OUR PROVISION OF REPLACEMENT PARTS DOES NOT LENGTHEN THE WARRANTY PERIOD.

THIS BASE WARRANTY EXPRESSLY EXCLUDES:

- CONSUMABLE PARTS AND SUNDRIES SUCH AS BELTS, CHAINS, LIGHT BULBS, REFRIGERANT, FLUIDS, FUSES, FILTERS, DESICCANTS, O-RINGS, MOTOR BRUSHES, GLASS, GASKETS, SEALS, AND LUBRICANTS;
- DEFECTS THAT DO NOT MATERIALLY AFFECT THE PRODUCT'S ABILITY TO MEET ITS STATED PERFORMANCE SPECIFICATIONS;
- DAMAGE TO THE PRODUCT, PERFORMANCE DEFICIENCIES, OR DEFECTS CAUSED DURING SHIPMENT, TRANSIT, INSTALLATION, STORAGE, ON-SITE CONSTRUCTION, OR MAINTENANCE;
- DAMAGE TO THE PRODUCT, PERFORMANCE DEFICIENCIES, OR DEFECTS CAUSED BY MISUSE, FAULTY MAINTENANCE OR SERVICE, FAILURE TO FOLLOW OUR PRESCRIBED INSTALLATION, MAINTENANCE, STORAGE, AND SERVICE SCHEDULES AND RECOMMENDATIONS, USE OF NON-VALENT PARTS, AND/OR YOUR SERVICE OR REPAIR TECHNICIANS;
- DAMAGE TO THE PRODUCT, PERFORMANCE DEFICIENCIES, OR DEFECTS CAUSED BY EVENTS OR CONDITIONS OUTSIDE OUR CONTROL, INCLUDING, WITHOUT LIMITATION (i) ACTS OF GOD, (ii) WEATHER CONDITIONS, (iii) CORROSIVE OR NOXIOUS ELEMENTS, FUMES, CHEMICALS, SALTS, OR OTHER SUBSTANCES, (iv) VOLTAGE FLUCTUATIONS OR FAULTY ELECTRICAL, AIR, WATER, OR FUEL SUPPLY, (v) LIGHTNING, FREEZING, SAND/DUST STORMS, SMOKE, FIRE, RAIN, HAIL, WIND, FLOODING, STANDING, POOLING, OR PONDING WATER, AND (vi) AND GALVANIC CORROSION, AND (vi) USE OR ADDITION OF THIRD-PARTY COMPONENTS;
- INCOMPATIBILITY WITH ANY LOCAL, STATE, OR FEDERAL GOVERNMENT AND QUASI-GOVERNMENTAL BUILDING, SAFETY, ENVIRONMENTAL, ENERGY CONSUMPTION, AND, EFFICIENCY LAWS, RESTRICTIONS, ORDINANCES, CODES, STATUTES, AND STANDARDS; AND,
- PARTS AND COMPONENTS MANUFACTURED BY THIRD-PARTY INDEPENDENT MANUFACTURERS OR INDEPENDENT SERVICE PROVIDERS THAT WE HAVE INCORPORATED INTO THE PRODUCT,

IF ANY (E.G. MOTORS, SWITCHES, AND ELECTRONIC COMPONENTS) - IN SUCH CASES, YOU WILL RECEIVE ONLY THE APPLICABLE MANUFACTURER'S WARRANTY FOR SUCH PARTS AND COMPONENTS. FOR A LIST OF COMMON COMPONENTS THAT ARE SUBJECT TO AN INDEPENDENT MANUFACTURER'S WARRANTY, PLEASE CALL 1-800-789-8550.

THIS BASE WARRANTY IS VOID IF THE PRODUCT OR ANY OF ITS COMPONENTS ARE (i) CONNECTED TO AN IMPROPER ELECTRICAL, GAS, FUEL, OR WATER SUPPLY; (ii) USED OR PLACED INTO SERVICE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY OR FULL COMMISSIONING OF THE PRODUCT; (iii) MODIFIED OR ALTERED IN ANY MANNER NOT EXPRESSLY APPROVED BY VALENT IN A SIGNED WRITING; OR (iv) USED IN A MANNER INCONSISTENT WITH THE PRODUCT'S SPECIFICATIONS.

WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS WELL AS ANY WARRANTIES ARISING OUT OF OUR COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THIS BASE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES; AND, IT REPRESENTS YOUR EXCLUSIVE REMEDY FOR ANY AND ALL DEFECTS ASSOCIATED WITH THE PRODUCT.

OTHER THAN OUR OBLIGATION TO PROVIDE REPLACEMENT PARTS TO YOU UNDER THIS BASE WARRANTY, WE SHALL NOT BE LIABLE UNDER THIS WARRANTY FOR ANY LOSS, INJURY (INCLUDING BODILY INJURY AND DEATH), OR DAMAGE TO ANYONE OR ANYTHING ARISING OUT OF, ASSOCIATED WITH, RELATED TO, OR CONNECTED WITH ANY DEFECTS ASSOCIATED WITH THE PRODUCT.

FURTHERMORE, WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, RELATED TO, OR CONNECTED WITH ANY DEFECTS ASSOCIATED WITH THE PRODUCT, EVEN IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POTENTIAL FOR SUCH DAMAGES.

THIS BASE WARRANTY MAY NOT BE ALTERED OR AMENDED BY EITHER PARTY.

TO PROCESS A WARRANTY CLAIM, PLEASE CONTACT US AT 1-800-789-8550.

### **START-UP LABOR LIMITED WARRANTY**

WHILE LABOR IS NOT INCLUDED IN THE VALENT STANDARD PRODUCT WARRANTY, VALENT OFFERS A LIMITED LABOR WARRANTY, FOR A PERIOD BEGINNING ON THE START-UP DATE AND CONTINUING FOR SIXTY (60) DAYS, WITH THE COMPLETION AND DOCUMENTATION OF A QUALIFIED START-UP. THE LIMITED LABOR WARRANTY WILL NOT BE AVAILABLE IF THE PRODUCT WARRANTY HAS EXPIRED. ONCE THE START-UP RECORD IS RECEIVED, THE (60) DAY LIMITED LABOR WARRANTY, FROM DATE OF START-UP, WILL BE ACTIVATED. LABOR ASSOCIATED WITH THE DIAGNOSIS, VALIDATION AND REPAIR OF WARRANTY PARTS FAILURES MAY BE COVERED OUTSIDE OF THE START-UP, AT A NEGOTIATED LABOR RATE.