

## **POWER PLUS INTERNATIONAL GUARANTEE**

### **GENERAL**

Unless otherwise agreed upon in writing by an officer of Power Plus International, Inc. and the purchaser, the following paragraphs will be applicable.

### **PERFORMANCE**

The purchaser shall furnish Power Plus International, Inc. with all information necessary for a clear understanding of the product's requirements, including any special requirements. The purchaser shall be responsible for any information, dimensions, drawings, sketches, templates, and/or specifications given to Power Plus International, Inc. for fabrication purposes.

Power Plus International, Inc. shall guarantee thermal performance and mechanical design of our heat transfer equipment or other fabrications when operated at the design conditions specified by the purchaser, or as shown on the specification sheet furnished by Power Plus International, Inc.. This guarantee shall extend for a period of twelve (12) months after shipping date. Power Plus International, Inc. shall assume no responsibility for thermal performance where the thermal performance rating was made by others.

### **DEFECTIVE PARTS**

Power Plus International, Inc. shall repair or replace, F.O.B. our facility in Hamden, CT., any part(s) proven to be defective due to our workmanship and/or materials, within the guarantee period. Finished materials and accessories purchased from other manufacturers, including tubes, are under warranty only to the extent of the original manufacturer's warranty to Power Plus International, Inc.

### **CONSEQUENTIAL DAMAGE**

Power Plus International, Inc. shall not be responsible for any indirect or consequential damage.

### **FOULING, CORROSION & VIBRATION**

Power Plus International, Inc. assumes no responsibility for excess fouling of any part(s) due to foreign substance contamination, or for the deterioration of any part(s) of the equipment due to corrosion, erosion, flow-induced vibration or any other causes after leaving Power Plus International, Inc.'s premises, regardless of when such deterioration occurs.

### **REPLACEMENT & SPARE PARTS**

When replacement or spare tube bundles, shells, or other parts are purchased, Power Plus International, Inc. guarantees satisfactory fit of such parts only if we were the original manufacturer. Parts fabricated to drawings furnished by the purchaser shall be guaranteed to meet the dimensions and tolerances specified.

### **ALTERATIONS & BACK CHARGES**

The purchaser shall not alter the products in any way without the express written consent of an Officer of Power Plus International, Inc. Should the part be altered in anyway this guarantee shall be considered null and void. Unauthorized back-charges for repair, etc. of equipment manufactured by Power Plus International, Inc. will not be accepted unless the scope and method of the repair and the exact cost are pre-approved in writing by an Officer of Power Plus International, Inc.

### **LIMITS OF LIABILITY**

The liability of Power Plus International, Inc. with respect to the manufacture, sale, delivery, installation, repair, technical direction, or use of any equipment and/or services furnished shall not exceed the selling price of the equipment or part as to which such liability is asserted.

Power Plus International, Inc. shall not be liable for special, incidental, and/or consequential damages, including, but not limited to, damage to, or loss of, other property and/or equipment, loss of profits or revenues, loss of use of other property or equipment, or claims of customers of the purchaser for interruption in the purchaser's or the purchaser's customer's operations.

This limitation of liability is independent of any guarantee provisions and will apply regardless of what remedies the purchaser may be entitled to pursue.