



LIMITED WARRANTY

Super Radiator Coils warrants only to the original non-consumer customer (the "Customer") for a period of one (1) year from the date Super Radiator Coils ships the relevant Super Radiator Coils product (the "Product") to such Customer (the "Limited Warranty Period") that the Product will be free from defects in material and workmanship under normal use and service

If any breach of the Limited Warranty is reported to Super Radiator Coils before the end of the Limited Warranty Period, Super Radiator Coils, at its exclusive option, will upon confirmation at our factory of the existence of a defect covered by the Limited Warranty either:

- a. Repair the defective part or parts at our factory;
- b. Provide a replacement Product; or
- c. Refund to the Customer 100% of Super Radiator Coils' original selling price for such defective Product.

To obtain one of the above remedies, the Customer must have delivered to one of our factories at the Customer's expense, with a return authorization number which may be obtained from Super Radiator Coils' customer service, the allegedly defective Product.

Upon Super Radiator's confirmation that there is a defect covered by the Limited Warranty, if Super Radiator elects to repair or replace the defective Product, Super Radiator will, at Super Radiator's expense, return the repaired or replaced Product to the Customer via common carrier. If Super Radiator does not find there is a defect covered by the Limited Warranty, Super Radiator will return the Product to the Customer via common carrier at the Customer's expense.

DISCLAIMER OF IMPLIED & OTHER WARRANTIES. THE PRECEDING EXPRESS LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES MADE BY SUPER RADIATOR COILS AND SUPER RADIATOR COILS MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

EXCLUSIVE REMEDIES. THE EXPRESS REMEDIES STATED ABOVE WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST SUPER RADIATOR COILS FOR ANY DEFECTS IN ANY PRODUCT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, SUPER RADIATOR COILS' NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the replacement of, or to enable the Customer to return in exchange for cash consideration, a Product of Super Radiator Coils which is found to be defective under the preceding Limited Warranty. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Super Radiator Coils is willing and able to replace such defective Product in the prescribed manner or willing to accept return of such defective products in exchange for the stated cash consideration. SUPER RADIATOR COILS WILL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF ANY DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON.

LIMITATIONS APPLICABLE TO THE LIMITED WARRANTY. The Limited Warranty is given only to the Customer who is the first non-consumer purchaser of the Product, and is not given to any subsequent owners or any other user of the Product or any other person or entity. The Limited Warranty does not apply to alleged defects resulting from or related to: improper use or applications, misuse, improper handling or other abuse, failure to adhere to applicable instructions, tampering, neglect, alterations or repair by someone other than Super Radiator Coils, accident, corrosive atmospheres,

improper installation, improper mounting, trapping, rapid cycling, water hammer, freezing, thermal expansion or contraction stresses, vibration, mechanical shock, tensile or compressive forces, external coatings not approved by Super Radiator Coils, hydraulic or thermal shock, pulsation, inadequate or improper maintenance, erosion, inadequate design, poor air distribution, improperly specified design conditions, operating conditions beyond the limits of the design or any reason not related to defects in material or workmanship of the Product.

The Customer is solely responsible for determining whether a product purchased from Super Radiator Coils is suitable for the Customer' needs or applications. Although Super Radiator Coils may be asked to provide opinions or other information about its product(s) in a proposed application or make opinions or other information available from time to time, Super Radiator Coils will not, by responding to requests for or otherwise providing opinions or other information, assume any responsibility for the design or suitability of the Customer' product(s) in the proposed application, the Customer' methods, processes or products, to supplement any opinions or information provided or to make further information available. Notwithstanding the foregoing, if Super Radiator Coils acts, produces product(s) or provides opinions or other information based upon facts, circumstances or other information provided by Customer or on Customer's behalf, and such facts, circumstances or other information was either inaccurate or incomplete or relevant actual facts, circumstances or other information relating to such action, product(s), opinion(s) or other information of Super Radiator Coils are different from that disclosed to Super Radiator Coils, then Super Radiator Coils will have no responsibility to the Customer under this Limited Warranty or otherwise. The Customer will at all times be responsible for determining the suitability of Super Radiator Coils' opinions, other information, processes, services, and product(s) for use in the Customer' own applications and for identifying and performing to the Customer' satisfaction all quality control tests, analyses, forecasts, and other tests and examinations necessary to assure that the Customer' products and services will be safe, acceptable and suitable for use under end-use conditions.

This document cannot be amended or modified as against Super Radiator Coils except by a writing signed by an authorized officer of Super Radiator Coils. No claim or right of Super Radiator Coils arising out of any breach of any of the Customer' obligations to Super Radiator Coils may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Super Radiator Coils in writing and is supported by consideration.

4115361
08/2008