

Caron et fils' warranty obligations are limited to the terms set forth below:

Material and workmanship

Caron et fils warrants to the original purchaser that this product will be free of manufacturing defects in material and workmanship for a period of one (1) year from the date on Caron et fils' final invoice.

Caron et fils will, at its option, repair or replace this product without charge if it is found to be defective during the limited warranty period specified above. Caron et fils reserves the right to make inspections, if considered necessary, to determine the cause of defect of the product before it is repaired or replaced.

Performances

For heat exchangers thermally and hydraulically designed by Caron et fils based on customer's specifications, Caron et fils warrants that these heat exchangers will meet, within reasonable accuracy, the performances as specified on the datasheet. This warranty is valid for a period of **one (1) month** after startup date, under normal operating conditions, or **one (1) year** from the date on Caron et fils' original invoice, whichever expires first.

In the event of disagreement on performances between customer and Caron et fils during the period of validity, it is the responsibility of the customer or its representative to prove, firstly, that the inlet temperatures and mass flow rates of both fluids are identical to those stated in the specifications. Secondly, it is the responsibility of Caron et fils to prove that the outlet temperatures of the heat exchanger are identical to those stated in the specifications. If the heat exchanger supplied by Caron et fils includes a fan and its motor, Caron et fils is responsible to provide proof that the air side mass flow rate is, identical to the specifications. **The word "identical" stated above shall be understood as "statistically identical".*

Certification

It is the responsibility of the end user or its representative to specify the Province of installation, the maximum allowable working pressure and the maximum and minimum temperatures for both fluids. This information appears on datasheet supplied with the quote.

Caron et fils warrants that the heat exchanger fully meets law and regulations of the Province of installation based on the given information.

If, for some reason, the customer or its representative require that the heat exchanger be registered in the province of installation even if they are not under the scope of the

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law and regulations of this province, **it shall be clearly specified before a PO is issued.**

NOT UNDER COVERAGE BY THIS WARRANTY

This limited warranty covers defects encountered in normal use of the product while operating according to the specifications. The warranty is void and shall not apply to the following, more specifically, but not limited to :

1. The failure or malfunction resulting from improper or negligent installation, operation, abuse, misuse or maintenance or unauthorized alteration.
2. Malfunctions resulting from, or repairs necessitated by, uses of the product for purposes other than that for which it was designed, flood, fire, theft, vandalism, lightning, freezing or any other natural or accidental disaster.
3. Damages to the product that occur during shipment.
4. Damages caused by improper or faulty installation.
5. Products exposed to corrosive elements harmful to the structural integrity and durability of the product.
6. Products exposed to excessive fouling and/or poor maintenance.
7. Products installed outside of Canada.
8. Packing-up, dismantling, handling, shipping, reassembling or reinstalling operations are excluded from this warranty.

Caron et fils shall not be liable for any direct or indirect damages caused by the use, misuse, or inability to use this product. Caron et fils is under no legal obligations to rectify lost profits, downtime, damages to or replacement of equipment and property or any direct or indirect damages resulting from failure or malfunction of the product.

Purchaser assumes all risks and liability for loss, damage or injury to purchaser and purchaser's property and to others and their property arising out of the use, misuse or inability to use this product. This limited warranty shall not be transferred or extend to anyone other than the original purchaser of the product.