Limited Warranty

Heater Tek products ("Products") are carefully inspected prior to shipping. Our Products are warranted to be free for defects in material and workmanship for a period of twelve (12) months from the date of shipping. Heater Tek will, at its sole option, replace or refund any Products which have been operated under proper and normal operating conditions and proved to be defective prior to the expiration of the warranty period.

This limited warranty shall NOT apply to, and Heater Tek defects resulting from improper installation, normal wear and tear, carelessness or negligence on part of Buyer or user, misapplication, misuse, or accident, use of the Product after the expiration of any shelf life set forth on any technical data sheet for the Product, or other causes beyond Heater Tek's reasonable control, including but not limited to:

- Chemical corrosion
- Excessively high solution temperatures
- Concentration of the solution
- Stray electrical current
- Inhibitors or other chemicals causing secondary chemical reactions
- Flux or foam on the surface of the solution
- Chemical corrosion at the solution/air interface
- Oxygen deprivation corrosion
- Presence of dissolved gases
- Sludge or scale build up
- Solution stagnation
- Aeration or turbulent flow of solution
- Oxygen or oxidation agent present in the solution
- Erosion

Heater Tek is not responsible for costs and expenses incurred in the removal, reinstallation, or unauthorized repair and/or modification of our Products.

EXCLUSION OF OTHER WARRANTIES:

THE LIMITED WARRANTY DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF <u>MERCHANTABILITY</u> OR FITNESS FOR A PARTICULAR PURPOSE AND SHALL BE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES, INCLUDING NEGLIGENCE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SALE OR FURNISHING OF PRODUCTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND OPERATION.

This Limited Warranty is expressly made subject to all Terms and Conditions of Sale of Heater Tek, including a limitation of remedies and exclusion of incidental and consequential damages, a copy of which can be obtained at www.heatertek.com.