

Five Year Limited Warranty

Subject to the following conditions, **CAROLINA HEAT PIPE INC. (CHP)** warrants our Thermosyphon Run around Heat Pipe Coils to be free from defects in material and workmanship for a period of FIVE YEARS from the date of receipt by the owner or their designated representative. This Warranty applies to the original owner of our CHP ST Mach 1 - TRAHP® Coils, SHR TRAHP® Coils, SS HR TRAHP® Coils, Controllable Hot Gas Reheat Coils and Subcool Reheat of Refrigerant Coils. A twelve-month warranty from the date of receipt by the owner or their designated representative applies to CHP supplied valves, controllers, and other materials. This twelve-month warranty includes the shop and field work performed by CHP technicians and engineers.

CHP reserves the right to inspect all allegedly defective products prior to providing warranty compensation. This warranty is in lieu of all other warrants not expressly set forth herein, whether expressed or implied by operation of law or otherwise. In the event that one of these products should fail under normal use and service within the applicable period, CHP will correct, repair or at its sole discretion, replace the defective product or refund the purchase price of products, which are returned freight prepaid to CHP.

The customer must obtain factory authorization to return defective product. Products shipped without factory authorization will be returned freight collect to the point of origin. Authorization to return product must come direct the factory. Sales representatives are not empowered to authorize returns. Before such authorization will be granted, a detailed description of the problem, including model and serial numbers of the products involved and the exact nature of the problems, must be provided to the factory. Once factory authorization to return product has been obtained, the customer must ship the product to the factory freight prepaid. Freight collect shipments will be refused. Products damaged due to poor packaging or mishandling will not be considered for warranty compensation. Upon receipt CHP will inspect and test. If testing reveals that the product is free from defect, it will be shipped freight collect back to the customer or scrapped depending on customer preference.

Limitations on Liability

Equipment not manufactured by CAROLINA HEAT PIPE INC. is subject only to the warranties of CHP's vendors. CHP hereby assigns to buyer all rights in such vendor and disclaims any liability whatsoever in connection with such equipment.

CHP is not liable for non-performance due to, nor replacement of parts rendered defective by corrosion, erosion, improper operation, or installation, nor for failure or defective performance due to fouling. Repairs or alterations not made by CHP without CHP's prior written consent shall void all warranties. This includes use of parts or materials not furnished or approved by CHP or its authorized representatives.

CHP total responsibility for any claims, damages, losses, or liabilities related to the product sold to a particular customer shall not exceed the purchase price of that transaction. In addition, CHP shall not be liable for the cost or results of repairs or alterations made by others without CHP's prior written consent. CHP shall not be liable for damage or repairs required as a consequence of faulty installation or application by others or failure to follow normal maintenance procedures as specified by CHP. Nor shall CHP be liable for failures or damage due to misuse, abuse, improper shipping, storage or handling, abnormal conditions of temperature, water, dirt, corrosive substances, or other contaminants.

This warranty does not cover damage or loss or expense, directly or indirectly resulting from the use of its products, including without limitation consequential damages or contingent liability of any nature whatsoever such as that resulting from loss of production facilities or equipment, loss of profits, property damage, loss of production, or personal injury whether suffered by purchaser or any third party, flood, winds, fires, lightening, accidents, corrosive atmospheres or other conditions beyond CHP's control.

