

Southern Comfort Protective Systems

5 Year Limited Warranty MG1-3500

Subject to the terms and conditions, limitations and exclusions of this Limited Warranty, SCPS (Seller) warrants to Customer (Buyer) that new coils surface treated/coated at factory or onsite with MicroGuard® MG1-3500 shall be free from defects in material or workmanship for a period of five (5) years from the application date. The Warranty extends only to the original purchaser (Buyer) of the surface treatment/coating and is non-transferable. No person (including any agent or sales person) has the authority to expand SCPS (Seller) obligation beyond the Warranty terms set forth in this (the Warranty) or to state that the performance of the surface treatment/coating is other than that published by SCPS. Any conflicting terms or conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby expressly objected to and rejected by seller.

If Buyer notifies SCPS within the Warranty period of a defective coil surface treatment/coating and provided that Buyer has complied with written notice, maintenance/cleaning record keeping, and all other requirements set forth within the details of this Limited Warranty, and SCPS agrees that such surface treatment/coating is defective, SCPS at its sole option may repair the defect, provide surface treatment/coating on a new coil provided by buyer, or refund to Buyer the cost of surface treatment/coating as follows: First three (3) years of the Limited Warranty period will equal the original purchase price paid for coil surface treatment/coating; after such three year period, refunds will be granted at a prorated amount – (Number of months remaining in sixty (60) month Limited Warranty). Any service performed under this warranty will not extend the warranty beyond such five (5) year period, but the remaining period will continue in force. Notice of any failure of the surface treatment/coating must be presented in writing to SCPS within fourteen (14) days after defect is discovered. Immediately after submitting such notice, free access shall be given to SCPS or its appointed representative for the purpose of inspection, testing, and/or field repair of any coil corrosion resistant surface treatment/coating. If written notice is not given within one (1) week and/or access to examine the coil is denied to SCPS or its appointed representative, any claim for breach of this warranty shall be deemed to have been waived, and SCPS shall have No Liability under this warranty. In the event of a dispute regarding the cause of any coil irregularity of failure due to surface treatment/coating, an electron microscope analysis will be conducted by an independent laboratory of SCPS's choice, and the results of such analysis will be binding on SCPS and Buyer.

This Limited Warranty does not cover cost/labor charges of (1) any replacement coil; (2) the labor to remove or replace a coil; (3) freight of the replacement coil; (4) refrigerant loss and recovery or recharging costs or; any other incidental expense related to the failure. This limited warranty does not cover: (1) manufacturing defects of the coil/fin assembly; (2) damage originating internally, such as from corrosive liquids or gasses inside the system; (3) damage from any other intentional, accidental, physical or mechanical act or act of nature, wind driven sand, misuse, neglect, intentional abuse, negligent or improper maintenance, acts of war and/or acts of vandalism which compromises the integrity of the surface treatment/coating applied for external corrosion protection; (4) refrigerant leakage at solder joints or rupture of tubing; (5) damage from improper cleaning methods such as the use of wire brushes, unauthorized chemicals or coil cleaners, or other abrasive actions or products; (6) Surface treatment/coating failure due to improper installation of the coil.

This Limited Warranty is valid only under and with the following conditions:

(1) The coil is constructed of aluminum or copper fins over aluminum or copper tubing. (2) SCPS has been paid in full for all products/services (3) Surface treatment/coating registration plate, tag or sticker has not been removed, destroyed or rendered illegible. (4) Coils are properly cleaned on a three (3) month minimum cycle in accordance with the coil **Post Inspection, Cleaning/Maintenance Procedures** provided by SCPS to Buyer, using only SCPS – approved cleaning materials, and only if Buyer keeps complete and accurate documentation of its inspection and cleaning procedures. (5) Coils damaged in transit, after application of surface treatment/coating are initially applied, or during installation must be brought to the immediate attention of SCPS. At such time the surface treatment/coating will be repaired at the cost of the Buyer. Failure to notify SCPS to repair damaged coil will result in the warranty being voided. (6) The exposure conditions of the coil have at no time exceeded the limitations set forth in the resistance list.

Warranty Repair

SCPS has sole discretion in determining and implementing the repair of any covered coil. Any such warrantable repair will be performed with reasonable promptness. In no event shall SCPS be liable to Buyer or their customers for any incidental, special or consequential damages, loss of anticipated profits or other economic loss arising for any reason what so ever.

The above Limited Warranty terms shall be in lieu of any and all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose or use, and all such other warranties are expressly disclaimed, excluded and denied. This Limited Warranty constitutes Buyers sole remedy.