

LIMITED WARRANTY FOR



TTXL SERIES MODULAR COOLING TOWER

Applies only to quotes dated after February 4, 2009, for towers to be permanently installed in the U.S.

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LIMITED WARRANTY ON COOLING TOWER EXTERIOR WALLS: Subject to the conditions stipulated herein, the cooling tower exterior walls are warranted for a period of 15 years from the original date of cooling tower shipment. Tower Tech warrants that it will supply materials and labor to repair defective materials or workmanship in the cooling tower exterior walls during such 15-year period.

LIMITED WARRANTY ON INTERNAL COMPONENTS AND FANS: Subject to the conditions stipulated herein, the cooling tower water distribution system, Rotary Spray Nozzles™, Water Collection System™, motor supports, and fans are warranted for a period of five (5) years from the original date of cooling tower shipment. Tower Tech warrants that it will supply materials to repair defective materials or workmanship in internal components and fans during such five-year period. Tower Tech further warrants that it will supply labor to repair or replace defective materials or workmanship in the cooling tower water distribution system, Rotary Spray Nozzles™, Water Collection System™, motor supports, and fans for a period of one (1) year from the original date of cooling tower shipment.

LIMITED WARRANTY ON FILL MEDIA AND DRIFT ELIMINATORS: Subject to the conditions stipulated herein, the cooling tower fill media and drift eliminators are warranted for a period of five (5) years from the original date of cooling tower shipment. Tower Tech will supply materials to replace defective materials during such five-year period.

LIMITED WARRANTY ON MOTORS: Subject to the conditions stipulated herein, the cooling tower motors are warranted for a period of five (5) years from the date of tower shipment. Tower Tech warrants that it will replace or repair (at Tower Tech's discretion) defective motors during such five-year period as follows:

- A. For the first 12 months after the original date of cooling tower shipment, Tower Tech will pay to replace or repair (at Tower Tech's discretion) a defective motor if purchaser or end user delivers the motor to an EASA motor repair facility within 14 days of the date on which the defect was first discovered.
- B. After 12 months and through the end of the 60th month, Tower Tech will pay a pro-rated dollar amount toward the replacement or repair (at Tower Tech's discretion) of a defective motor if purchaser or end user delivers the motor to an EASA motor repair facility within 14 days of the date on which the defect was first discovered.
- C. The EASA motor repair facility must give Tower Tech a written report on the cause of motor failure within 21 days after receiving the motor.
- D. The cause of motor failure must be covered by this limited warranty.
- E. A pro-rated payment by Tower Tech hereunder shall be for a dollar amount equal to the percentage of the motor's repair or replacement cost representing the result of dividing the number of months remaining on the original five-year limited warranty (the numerator) by 60 (the denominator).
- F. Motor limited warranty excludes damage caused by water, ice, faulty wiring, or improper use of VFD.

LIMITED WARRANTY CONDITIONS: This limited warranty is subject to the following:

1. The limited warranty term applicable to each section above shall commence on the original date of cooling tower shipment; however, limited warranty coverage does not commence until Tower Tech receives a *Tower Tech Cooling Tower Start-up & Owner-Operator Training Checklist* and a *Tower Tech Warranty Commencement Form*, both signed and dated by a Tower Tech factory-authorized Start-up & Training Technician and indicating that the cooling tower was started according to factory recommendations and the end user's operators and maintenance staffs have received appropriate training in the operation and maintenance of the cooling tower.
2. Tower Tech's receipt within the applicable limited warranty period (but not more than 14 days after purchaser's or end user's knowledge) of purchaser's or end user's written notice containing a description of the defects.

3. The purchaser and/or end user shall not have attempted to correct the defect without Tower Tech's written permission.
4. The purchaser and/or end user shall have installed, operated, and maintained the equipment strictly in accordance with the *TTXL Series Installation, Operation & Maintenance Manual* in effect on the original date of cooling tower shipment, and in accordance with industry standards for evaporative cooling towers, both of which include, but are not limited to, appropriate cold weather operating procedures and an appropriate regime of water treatment.
5. The defect is not due to such factors as accident; alteration; erosion; corrosion or other physical deterioration caused by exposure to the elements; an abnormally corrosive or abrasive use environment; normal wear and tear; wrinkling or separation of glue joints or mechanical joints in fill media and drift eliminators; pigment and cosmetic discoloration or deterioration; splits or delamination in fiberglass exterior walls or other fiberglass and plastic component parts caused by an overweight condition due to improper water treatment, heat exchanger leaks or other foreign object damage; equipment abuse including but not limited to hydraulic water hammering; and/or neglect or operation of the equipment in conflict with prevailing standards of the cooling tower industry.
6. Any repairs to exterior walls by Tower Tech shall be to restore wall function (wall condition to be restored to as near new condition as practicable, as determined in Tower Tech's sole opinion).
7. All liability of Tower Tech shall be limited to the repair or replacement of defective parts as described herein and Tower Tech shall have no liability for consequential damages or other damages or for any transportation charges relating to repaired, replaced or defective parts, even if such parts are repaired or replaced under any labor warranty contained herein.
8. Tower Tech's warranty on materials and labor provided in connection herewith is limited to the period of time remaining under the applicable limited warranty section above.
9. The cooling tower, plumbing, piping, valves, pumps, controls, and all other associated equipment must be professionally engineered, installed and operated according to the recommendations and specifications of each original equipment manufacturer.
10. This limited warranty is non-transferable.
11. This limited warranty applies to cooling tower shipped to its original installation site.
12. The purchaser and/or end user must issue a purchase order to Tower Tech for each warranty claim to cover any charges for transportation of parts and materials covered by this limited warranty; as well as any charges not covered by this limited warranty including but not limited to transportation of parts and materials and the provision of labor, mobilization costs, disposal and water fees, and lifting equipment rental.

WARRANTY OF MATERIALS AND EQUIPMENT MANUFACTURED BY OTHERS: Any warranties and other benefits in respect of items not manufactured by Tower Tech are hereby assigned to the purchaser and end user.

LIMITATIONS OF LIABILITY: Tower Tech shall have no obligation in connection with this limited warranty until the cooling tower purchaser has paid the entire purchase price for the equipment to Tower Tech. Tower Tech's liability hereunder is expressly additionally limited as follows:

- i. This limited warranty contains the exclusive remedies against Tower Tech and are in lieu of any other warranties or guarantees, express or implied, including the warranties of merchantability and/or fitness for a particular purpose.
- ii. Tower Tech shall not be liable to the purchaser and/or end user for any consequential, indirect or liquidated damages including, but not limited to, loss of profits or revenue, loss of use of equipment, costs of replacement cooling tower, additional expenses incurred in the use of equipment or rental equipment or facilities, or claims of customers of the purchaser. The disclaimer shall apply to consequential damages based upon any cause of action asserted against Tower Tech, including claims arising out of breach of warranty, expressed or implied, guarantee, product liability, negligence, personal injury or any other claim pertaining to the performance or non-performance of this limited warranty by Tower Tech.
- iii. Adequate engineering and quality control must be performed by purchaser and/or end user to assure that the cooling tower is suitable for its application, and Tower Tech shall not be responsible for handling or modification by the purchaser's or end user's use of the cooling tower.
- iv. No statement, remark, agreement, representation, promise or understanding, oral or written, made by Tower Tech or its agent, representative, or employee, which is not contained herein will be recognized or enforceable or binding upon Tower Tech.
- v. Acceptance of this limited warranty by the purchaser or end user shall be deemed to have occurred in whole, and not in part.