



THERMAFLO ENGINEERING COMPANY, INC. LIMITED WARRANTY AND REMEDY

Thermaflo Engineering Company Inc. warrants to the original user of the Thermaflo Engineering equipment supplied by it and used in the service and in the manner for which they are intended, that such product shall be free from defects in material and workmanship for a period of 1 year from the date of installation, but no longer than 15 months from the date of shipment from the factory (unless a special warranty period applies as listed below). This warranty does not extend to any product that has been subject to misuse, neglect, or alteration after shipment from the Thermaflo Engineering Company factory, except as may be expressly provided in a written agreement between Thermaflo Engineering Company and the user, which is signed by both parties.

THERMAFLO DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

The sole and exclusive remedy with respect to the above limited warranty or with respect to any other claim relating to the products or to the defects or any condition or use of the products supplied by Thermaflo, however cause, and whether such claim is based upon warranty, contract, negligence, strict liability, or any other basis or theory, is limited to Thermaflo's repair or replacement of the part or product, excluding labor or any other cost to remove or install said part of product, or at Thermaflo's option, to repayment of the purchase price. As a condition of enforcing any rights or remedies relating to Thermaflo products, notice of any warranty or other claim relating to the products must be given in writing to Thermaflo: (i) within 30 days of the last day of the applicable warranty period, or (ii) within 30 days of the date of the manifestation of the conditions or occurrence giving rise to the claim, whichever is greater. In no event shall Thermaflo Engineering Company be liable for special, direct, indirect, incidental, or consequential damages including, but not limited to, loss of use or profits or interruption of business. Thermaflo Engineering Company will not be held responsible for piping leaks after factory hydrotesting. Remedy of piping leaks and their prompt repair are the sole responsibility of the installer or user. The Limited Warranty and Remedy terms herein apply notwithstanding and contrary terms in any purchase order or form shall be deemed rejected by Thermaflo Engineering Company Inc.



STANDARD TERMS & CONDITIONS

1. All purchase orders are subject to written acceptance at the office of Thermaflo Engineering Company, 12243 Nations Ford Road, Pineville, NC 28134.
2. Cancellation charges of 100% will apply if cancellation occurs after receipt of signed submittal drawings and release for fabrication.
3. Payment Terms: Net 30 Days from date of invoice unless other terms are stated as part of our quotation.
4. All invoices over thirty days will be subject to finance charges of 1½% per month.
5. Warranties are the responsibility of the manufacturers represented by Thermaflo Engineering Company. A copy of the manufacturer's standard warranty may be included with this proposal.
6. All sales are FOB: Factory unless otherwise specified by Thermaflo Engineering Company. Transportation will be at the buyer's sole risk and claims for loss or damages in transit are the responsibility of and must be filed by the buyer within 5 days of shipment delivery.
7. No terms, warranties, or guarantees express or implied, except as stated herein, shall apply to any quotation, sale, or contract for sale unless approved in writing by Thermaflo Engineering Company.
8. If shipment is deferred at buyer's request, payment shall nevertheless be due after notice to the buyer that the equipment is ready for shipment. Reasonable storage charges shall be paid by the buyer after seven days.