

LIMITED WARRANTY FOR HEAT EXCHANGERS

One Year Warranty

The “Manufacturer” (Beta M&E) warrants to the original purchaser that the “Product” (Swimming Pool Heat Exchangers, Oil Coolers, Marine Heat Exchangers, Brazed Plate Heat Exchangers, Gasket Plate Heat Exchangers, Shell & Tube Heat Exchangers, Shell & Coils Heat Exchangers) will be free from defects in material and workmanship for one year from the date of installation of the product or 18 months from the date of shipment from China, whichever ever comes first. If upon examination by the manufacturer or its duly authorized agent the product is shown to have a defect in material or workmanship during the warranty period, the manufacturer will repair or replace, at its option, that product which is shown to be defective.

Five Years Warranty for Titanium Heat Exchangers and Titanium Swimming Pool Heat Exchangers

The manufacturer further warrants to the original purchaser that the Product with Titanium will be free from defects in material and workmanship for 5 years from the date of shipment from the factory. If upon examination by the manufacturer or its duly authorized agent the Product is shown to have a defect in material or workmanship during the warranty period, the manufacturer will repair or replace, at its option that Product which is shown to be defective.

This Warranty Does Not Apply:

- (a) if the Product has been subject to misuse or neglect, has been accidentally or intentionally damaged, has not been applied, installed, maintained or operated in accordance to the manufacturers instructions or has been modified or altered in anyway.
- (b) to any expense including labor or material, incurred during removal or reinstallation of the product.
- (c) to any auxiliary equipment furnished by others. Any warranties for such items shall be limited to those warranties offered by the original equipment manufacture.
- (d) to any workmanship of any installer of the product.
- (e) any damage to the product due to corrosion, erosion, scaling or product effected by oxides or chemicals

This Limited warranty is Conditional Upon:

- (a) shipment to the manufacturer or its duly authorized agent of the product thought to be defective. Goods may only be returned with prior written approval of the manufacturer or its duly authorized agent. All returns must be freight prepaid.
- (b) determination in the reasonable opinion of the manufacturer that there exists a defect in material or workmanship.

Repair or replacement of any part under this limited warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the stated warranty period.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, AND SUCH OTHER WARRANTIES, INCLUDING WITH OUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HERBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. THE PURCHASER MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY BY EACH JURISDICTION.