

Energy Recovery Heat Pipes (Module Only)

Five-Year Limited Warranty

Subject to the following conditions, **Heat Pipe Technology, Inc. (HPT)**, warrants this product to be free from defects in material and workmanship for a period of FIVE YEARS for the heat exchanger only from the date of installation but not to exceed 90 days from date of shipment. Dampers and HPT provided controls carry a 12 month warranty. 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 this product fails under normal use and service within the applicable period, HPT 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 HPT for inspection, when accompanied by proof of purchase and written claims of defect, and which upon inspection by HPT, do comply with the terms of this warranty.

This warranty applies to the first retail buyer and extends to any subsequent owners of the systems.

The cost of replacement parts or components shall be determined by the price schedule in effect at the time of submission of warranty claim.

Repair or replacement parts will be furnished F.O.B. factory in all cases.

If HPT elects to replace or provide a refund, the defective product must be returned to HPT free and clear of liens or other encumbrances.

Limitations on Liability

This warranty does not cover and no warranty is made with respect to:

- A. Failures not reported to HPT within the period specified above;
- B. Failures or damage due to misapplication, misuse, abuse, improper storage or handling, abnormal conditions of temperature, water, dirt, corrosive substances or other contaminants;
- C. Products which have been repaired with parts or materials not furnished or approved by HPT or by its authorized dealers or representatives, or products which have been in any way tampered with or altered;
- D. Products damaged in shipment or storage or otherwise without fault of HPT;
- E. Normal maintenance as outlined in the installation and servicing instructions or owner's manual including coil cleaning, filter cleaning and periodic flushing of systems;
- F. Damage or repairs required as a consequence of faulty installation or application by others;
- G. Damage or repairs required as a consequence of any misapplication, abuse, improper servicing, unauthorized alteration or improper operation;
- H. Damage as a result of floods, winds, fires, lightning, accidents, corrosive atmosphere or other conditions beyond the control of HPT;
- I. Damage resulting from freezing of domestic water or condensate, inadequate or interrupted water supply, use of corrosive water, fouling or restriction of the water circuit by foreign material or like causes;
- J. Damage resulting from operation with an inadequate supply of air or water;
- K. Dampers or other mechanical options.

HPT total responsibility for any claims, damages, losses or liabilities related to the product covered hereunder shall not exceed the purchase price of such product. In no event shall HPT be liable for any special, indirect, incidental or consequential damages of any character, including but not limited to loss of use of productive facilities or equipment, lost profits, property damage, transportation, installation or removal, lost production, or personal injury whether suffered by Purchaser or any third party. HPT disclaims all liability for any and all costs, claims, demands, charges, expenses or other damages, either direct or indirect, incident to personal injury or property damage arising out of any cause of action based on strict liability.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the exclusion or limitation above of consequential damages or the limitation of time above on implied warranties may not apply to you.

This warranty gives you specific legal rights and you may have other rights which may vary from state to state.