

Chiltrix, Inc.

Stainless Steel Tank 5-Year Limited Warranty

Chiltrix Inc. warrants to the original end-user customer that the CHILTRIX stainless steel tank products will be free from defects in material and workmanship for the duration described herein. CHILTRIX does not warrant that the operation of any product will be uninterrupted or error free or that the equipment is suitable for any particular application. CHILTRIX's limited warranty covers only those defects that arise as a result of normal use of the product when installed by a qualified installer and does not cover any other problems, including those that arise as a result of: (i) improper installation, use, maintenance or modification; (ii) parts or supplies not provided or supported by CHILTRIX; (iii) operation outside the product's specifications; or (iv) unauthorized modification, repair, or misuse; (v) water or air quality problems; (vi) customers failure to regularly inspect and/or service the anode; (vii) relocation or re-installation of the product after original installation. An improper installation includes failure to comply with our instructions, relevant law, codes, industry best-practices and specified procedures/specifications of the relevant industry or regulatory bodies.

Limited Warranty Period

The Limited Warranty Period for CHILTRIX stainless steel tanks is (5) five years against defects in manufacturing. The warranty period begins upon the date purchased by the end user, or 12 months after the date of original manufacture, whichever occurs first. The Chiltrix 5-Year Limited Warranty for Stainless Steel tanks is limited to defects which affect the operation on the tank. Cosmetic issues that do not affect the functional operation of the tank are covered for (1) one year.

If CHILTRIX receives, during the applicable warranty period, notice of a defect in any product which is covered by this CHILTRIX's warranty, CHILTRIX shall either repair or replace the product, or provide an equivalent new or reconditioned product, at CHILTRIX's option. If CHILTRIX is unable to repair or replace, as applicable, a defective product which is covered by CHILTRIX's warranty, CHILTRIX shall, within a reasonable time after being notified of the defect, refund the purchase price that CHILTRIX was paid for the product less a reasonable deduction for damage or wear. CHILTRIX shall have no obligation to repair, replace or refund until the customer returns the defective product to CHILTRIX for a determination of the problem and/or warranty coverage. Any replacement product may be either new, removed from another system, or repaired, etc. provided that it has functionality at least equal to that of the product being replaced. Any defective claim product must be returned to CHILTRIX for examination to determine if the product is defective or if failure is the result or misuse, improper installation or maintenance etc. CHILTRIX's determination will be final.

CHILTRIX Limited Warranty covers only products manufactured by CHILTRIX. Other products provided by CHILTRIX carry their own respective warranties or guarantees. CHILTRIX generally handles warranty claims on behalf of its 3rd party manufacturers, but is not obligated to do so. CHILTRIX warrants its hardware only for repair or replacement. In no event shall CHILTRIX be liable for costs of repairs, labor, installation, or shipping costs related to a warranty claim.

Limitations of Warranty

TO THE EXTENT ALLOWED BY LOCAL LAW, CHILTRIX, INC MAKES NO OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability

To the extent allowed by US local law, the remedies provided in this Limited Warranty are the customer's sole and exclusive remedies. TO THE EXTENT ALLOWED BY LOCAL LAW, IN NO EVENT SHALL CHILTRIX BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Local Law

This Limited Warranty gives the customer specific legal rights. The customer may also have other rights which vary from state to state. International warranty claims are subject exclusively to Virginia, USA law. To the extent that this Limited Warranty is inconsistent with US local law, the inconsistent parts of the Limited Warranty shall be subject to such local law. Under such local law, certain disclaimers and limitations of this Warranty may not apply to the customer. For example, some states in the United States may: (i) preclude the disclaimers and limitations in this Limited Warranty statement from limiting the statutory rights of a consumer; (ii) otherwise restrict the ability of a manufacturer to enforce such disclaimers or limitations; or (iii) grant the customer additional warranty rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or allow limitations on the duration of implied warranties.

www.chiltrix.com
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