



EZ PLATE® HEAT EXCHANGER 18-MONTH LIMITED WARRANTY

PURPOSE

PVI is a customer-oriented company and our desire is customer satisfaction. PVI's purpose is to provide the user with protection against failure which could occur during the time period detailed within this limited warranty.

HEAT EXCHANGER LIMITED REPAIR WARRANTY

For 18 months from the start of this limited warranty, if the heat exchanger has a manufacturing defect, PVI will repair the heat exchanger.

If, in the judgment of PVI, the heat exchanger cannot be practically repaired, the limited repair warranty will not be in force and the limited replacement warranty will be in force.

HEAT EXCHANGER LIMITED REPLACEMENT WARRANTY

For 18 months from the start of this limited warranty, if, in the judgment of PVI, the heat exchanger is not repairable due to a manufacturing defect, PVI will replace the heat exchanger with the then current equivalent model at no cost to the owner. No labor or freight will be authorized or paid by PVI.

WATER QUALITY LIMITATIONS

This warranty does not cover any of the following:

- failure due to an accumulation of scale or precipitants
- free chlorine (normal maintenance level) greater than 1.5 ppm
- pH less than 6.5 or greater than 9.8
- alkalinity greater than 150 ppm if pH is less than 8
- alkalinity greater than 250 ppm if pH is 8 or greater
- water quality outside of EPA primary and secondary drinking water guidelines and regulations (with the exception of free chlorine and pH limits listed above)

Contact PVI for recommendations on water treatment if water conditions are outside of above listed limits.

START OF LIMITED WARRANTY

FOR PRODUCTS WHERE FACTORY-AUTHORIZED START-UP IS REQUIRED: This limited warranty will begin at the time of start-up or six months from the date of shipment, whichever occurs first.

FOR PRODUCTS WHERE FACTORY-AUTHORIZED START-UP IS NOT REQUIRED: This limited warranty will begin 60 days from date of shipment.

GENERAL CONDITIONS

Under no circumstances will PVI pay for, or be responsible for, overtime pay (nights, weekends, or holidays) for the owner's convenience or desires. Labor cost covered by this warranty is limited to installations with normal access to the equipment. **ALL ADDITIONAL COST RESULTING FROM UNCOMMONLY RESTRICTIVE INGRESS OR EGRESS, REQUIRING INTRICATE RIGGING AND/OR UNUSUAL BUILDING OR MACHINERY ALTERATIONS, WILL BE THE OWNER'S RESPONSIBILITY.**

Installation and operation must comply with all applicable federal, state, and local regulations, and must be in accordance with applicable instructions and limitations contained in the PVI installation and maintenance manual for the product. This limited warranty does not cover abuse or misuse of the product.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER EXPRESSED OR IMPLIED, INCLUDING STATUTORY WARRANTIES, SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The sole and exclusive remedy is repair or replacement of defective products pursuant to the terms of this limited warranty. **IN NO EVENT SHALL PVI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR CONTINGENT LIABILITIES OF ANY KIND, RESULTING FROM THE MANUFACTURE, SALE, INSTALLATION, OR USE OF THIS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ON THE LENGTH OF AN IMPLIED WARRANTY. THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.** In no event shall Seller's liability on any claim for damages arising out of or connected with the sales contract or the manufacture, sale, delivery, or use of the goods exceed the purchase price of the goods.

All legal actions for breach of this limited warranty, or the terms and conditions of the contract for sale of the product, must be commenced on or before the expiration of one year from the date of such breach. Otherwise, such action shall be considered barred by a period of limitations established by agreement. This limited warranty covers the first installation only. PVI shall be entitled to inspect the product prior to repair or replacement.

Warranty claims should be presented through prompt telephone notification to PVI Industries at
1-800-433-5654.