

CONVECTOR WARRANTY

We agree that the apparatus manufactured by the Seller will be free from defects in material and workmanship for a period of one year under normal use and service and when properly installed; and our obligation under this agreement is limited solely to repair or replacement at our option, at our factories, of any part or parts thereof, which shall, within one year from date of original installation or 18 months from date of shipment from factory to the original purchaser, whichever date may first occur, be returned to us with transportation charges prepaid, which our examination shall disclose to our satisfaction to have been defective. **THIS AGREEMENT TO REPAIR OR REPLACE DEFECTIVE PARTS IS EXPRESSLY IN LIEU OF AND IS HEREBY IN DISCLAIMER OF ALL OTHER EXPRESS WARRANTIES, AND IS LIEU OF AND IN DISCLAIMER AND EXCLUSION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL OTHER IMPLIED WARRANTIES, IN LAW OR EQUITY, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND DESCRIPTION HEREOF.** We neither assume nor authorize any person to assume for us any liabilities or obligation in connection with the sale of our apparatus, except said repair or replacement of the defective part as set forth above. Our liability does not include any labor charges for replacement of parts, adjustments, repairs, or any other work done outside our factories and our liability does not include any consequential or resulting damage to persons, property, equipment, goods, merchandise, profits, good will or reputation arising out of any defect in or failure of our apparatus. Our obligation to repair or replace shall not apply to any apparatus which shall have been repaired or altered outside of our factory in any way, or which has been subject to negligence, to misuse, or to pressure in excess of states limits. On parts not of our manufacture, such as motors, controls, etc. we extend only the same warranties given to the Seller. Our agreement hereunder runs only to the immediate purchasers and does not extend, expressly or by implication, to any other person. Nothing in the above warranty provisions, however, shall impose any liability or obligation of any type, nature or description upon **Vulcan** if **Vulcan** has not received payment in full for the apparatus in question.



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