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**AerisGuard™ Protective Coatings Corrosion  
Protection OEM  
5 YEAR LIMITED WARRANTY  
(Original Equipment Manufacturers only)**

**Aeris Technologies Ltd** (Aeris Technologies) provide the following limited warranty to original purchasers of AerisGuard™ Protective Coatings Corrosion Protection OEM (AerisGuard™ OEM) for the purpose of application to the surface heat exchange coil(s) of new heating, ventilation and/or air conditioning (HVAC) equipment manufactured by you.

This limited warranty only applies to commercial original equipment manufacturers.. The benefit of this limited warranty must not be passed on to any third party without our prior written consent.

**Scope of Limited Warranty**

Subject to the limitations and exclusions specified below, we warrant that AerisGuard™ OEM: (i) has been supplied to you in accordance with the product specifications current at the time of application and is otherwise free from defect; and (ii) is fit for its intended purpose i.e. the product will protect the coated coil from corrosion from the outside to the inside of the coil and will remain adhered to the coil, for a period of **FIVE YEARS** from the date on which AerisGuard™ OEM was [first applied to the coil / delivered to you]. Any reapplication of AerisGuard™ OEM under this Limited Warranty will not extend the warranty period, which will continue to run from the original date of [application / delivery].

This Limited Warranty is only valid where AerisGuard™ OEM has been applied by you to the surface of new or replacement coil(s) of HVAC equipment sold and used for commercial purposes.

If you make a valid claim under this Limited Warranty, Aeris Technologies will supply sufficient product, at our discretion and free of charge: (i) reapply AerisGuard™ OEM to the affected coil(s); (ii) apply AerisGuard™ OEM to a new coil(s) supplied by you ; or (iii) refund the cost of AerisGuard™ OEM on a pro-rata basis based on balance of the remaining warranty period. Where necessary, you must provide Aeris Technologies with access to your facilities to enable Aeris Technologies to reapply AerisGuard™ OEM to affected coil(s). You are also responsible for any necessary dismantling and reassembly of air conditioning units or other equipment unless Aeris Technologies expressly agrees to do this on your behalf.

### Warranty Claim Procedure

To obtain the benefit of this Limited Warranty the following procedures need to be followed.

- (1) You must thoroughly inspect purchased AerisGuard™ OEM within 30 days of delivery and notify us immediately of any apparent defect or non-compliance with product specifications.
- (2) You should ensure that coated coils are regularly inspected, cleaned and maintained in accordance with our instructions. During the warranty period coated coils and all other parts of HVAC equipment to which AerisGuard™ OEM has been applied must be inspected, cleaned and maintained at least once every six months by a qualified person (see further below). Details of the coil condition and any corrective action during an inspection must be documented. We reserve the right to disallow a warranty claim where these instructions have not been followed.
- (3) You must notify Aeris Technologies in writing within 30 days of becoming aware of an alleged defect in the AerisGuard™ OEM treatment. Contact details are given on the first page of this Limited Warranty. You must provide details of the defect (including a photograph where possible), purchase order number, date of application of AerisGuard™ OEM, and location and owner of relevant HVAC equipment. Details of any corrective action taken or recommended to be taken must also be documented (e.g. application of AerisGuard™ Maintenance Corrosion Protection to affected areas).
- (4) You must provide us or our representative with the opportunity to review and investigate the alleged defect.
- (5) If the claim presented under this Limited Warranty is justified and validly made, we will provide you with a remedy as described above. For any claim that is not justified or validly made, at our discretion you may be required to pay reasonable charges, including travel and labour, associated with the investigation of such claim.

### Exclusions

This Limited Warranty does not cover defects, damage or other loss or harm caused to any extent by:

- (a) failure by you, the installer or owner of relevant HVAC equipment or any third party to follow applicable instructions issued by or on behalf of us, including those set out in this Limited Warranty;
- (b) improper or unlawful application or use of AerisGuard™ OEM or any products used in conjunction with AerisGuard™ OEM by you or any third party;
- (c) the application of unauthorised products, treatment, repairs or alterations to coils;
- (d) damage to the relevant HVAC equipment and/or coil(s) whilst in your possession or the possession of any third party (other than damage resulting from a defect in AerisGuard™ OEM);
- (e) causes outside our control, including weather and other natural occurrences, accidents and acts of third parties;
- (f) defects in, modifications made to, or misuse of the coil(s) or other components of the HVAC equipment or its installation;

- (g) electrical currents (including as a result of incorrect grounding); and
- (h) contact with corrosive materials (such as salt water).

To reduce the possibility of this Limited Warranty being void, Aeris Technologies recommends that the coating be inspected and cleaned at least every six months and the coil is only cleaned using Aeris' Bioactive Enzyme Coil Cleaner or a suitable alternative neutral pH cleaning solution. Documentation supporting the inspection and cleaning of the coil(s) should be retained. Aeris Technologies will inspect, clean and recoat coils coated with AerisGuard™ OEM and will remedy any small defects found in the coating during an inspection free of charge within the warranty period (unless such defects have been caused by one of the reasons listed above).

You are responsible for ensuring purchasers of HVAC manufactured by you and which contain coils coated with AerisGuard™ OEM are aware of those obligations.

#### **Warranties Disclaimed**

Any representations, premises or statements made by or on behalf of us that differ from or are inconsistent with this Limited Warranty have no effect, should not be relied upon and do not form part of any contract for supply and/or application of AerisGuard™ OEM.

Subject to any applicable legislation that may not be excluded, **THIS WARRANTY REPLACES ALL OTHER WARRANTIES BY AERIS TECHNOLOGIES TO YOU IN RESPECT OF AERISGUARD™ OEM, WHETHER EXPRESS OR IMPLIED. AERIS TECHNOLOGIES EXPRESSLY DISCLAIM ANY OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.**

#### **Limitation of Remedies and Damages**

Subject to any applicable legislation that may not be excluded, **THE REMEDIES OFFERED UNDER THIS WARRANTY TAKE THE PLACE OF ALL OTHER REMEDIES AGAINST AERIS TECHNOLOGIES** and is the only remedy available to you against Aeris Technologies for breach of any express or implied warranty relating to the supply and/or application of AerisGuard™ OEM.

**IN NO EVENT WILL AERIS TECHNOLOGIES BE LIABLE FOR ANY SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR ANY LOST PROFITS, LOST SALES, LOST PRODUCTION, LOST TIME, TEMPORARY EQUIPMENT HIRE, LOSS OF REFRIGERANT OR OTHER CONSUMABLES OR INJURY TO PERSONS OR PROPERTY** arising out of the sale, application or use of AerisGuard™ OEM or any misuse of AerisGuard™ OEM (including any breach of any express or implied warranty regarding AerisGuard™ OEM) regardless of the legal theory (contract, tort or other) used to make a claim.

This Limited Warranty is in addition to any applicable legislation in other countries that may not be excluded. Where a right or remedy available to you may not be excluded but may be limited, that right or remedy is limited to the extent permitted by law.

General

Where examples of things are given by reference to the words “including”, “such as” or similar, the meaning of references to the things is not limited by reference to the examples.

This Limited Warranty is binding and also forms part of any agreement we have with you to supply AerisGuard™ OEM. This Limited Warranty is to be governed by the laws of New South Wales, Australia, without reference to its conflict of laws principles. Any dispute in connection with this Limited Warranty must be heard by the courts of that State.

Any failure by Aeris Technologies to enforce our rights under, or insist on strict compliance with, this Limited Warranty will not constitute a waiver of our right to demand full compliance at any time.

<i>Purchase Order No:</i> _____	<i>Date of Original Purchase:</i>
<i>Purchaser Details:</i> _____	_____ / _____ / 20
_____	A copy of this Limited Warranty has been made available to the purchaser prior to acquisition of AerisGuard™ OEM .
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