

LIMITED WARRANTY; THIRD PARTY EQUIPMENT; REMEDIES

Limited Warranty. Seller warrants to Buyer only (not to any successors or assigns) that:

(a) at the time any System is delivered to Buyer, such System will perform as stated in Seller's final specification sheets for such System only when (i) properly installed, connected, started, operated and maintained in accordance with Seller's instructions, manuals, and information guide(s), as revised from time to time, (ii) used for the applications specified and in the manner intended, and (iii) used in the environments specified.

(b) For a period of eighteen (18) months from shipment or twelve (12) months from initial startup, whichever ends sooner, each item of Equipment manufactured by Seller (with the exception of burner blocks, glass, plastic, rubber, insulation or any refractory materials, which Seller does not warrant) shall be free from defects in material and workmanship under normal use, service and maintenance. As used in the preceding sentence, "normal use, service and maintenance" means: (i) not in excess of the maximum pressures, temperatures, volumes and rated capacities or other parameters specified in Seller's specifications; (ii) using only fuels, fluids, or other specified component specified in Seller's specifications; and (iii) operation and maintenance in compliance with the appropriate instructions and information guides.

(c) Services performed by Seller shall be performed in accordance with prevailing industry standards.

This warranty does not apply to damage or failure caused by any or all of the following circumstances or conditions: (i) delivery or other circumstances beyond the control of Seller; (ii) corrosion, other environmental factors, or ordinary wear and tear; (iii) parts and/or accessories or components not manufactured by or for Seller; or (iv) use of the Equipment other than in strict compliance with the specifications therefore or Seller's other written instructions. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. No person, including any dealer or representative of Seller, is authorized to make any representations concerning the Equipment or System on behalf of Seller or to assume for Seller any obligations beyond those contained in this warranty and all statements or warranties other than those set forth herein are hereby expressly denied and disclaimed. Seller reserves the right to make design changes, modifications or improvements upon its products or systems, without any obligation to install same on any previously sold or delivered products or systems.

Third Party Equipment. In addition to the foregoing warranties, with respect to any Equipment sold by Seller (whether as part of a System or separately) but not manufactured by Seller, such Equipment is not warranted by Seller, but Seller agrees to enforce the manufacturer's warranty, if any, for such Equipment on behalf of Buyer, upon request by Buyer. In the event of any warranty claim with respect to any such Equipment, Buyer shall promptly notify Seller thereof, in writing, and shall provide Seller with all information and assistance necessary to enable Seller to pursue the warranty claim against the manufacturer of such Equipment.

Remedies. In the event that any Equipment does not conform to or comply with the limited warranty set forth herein, Buyer's sole and exclusive remedy shall be the repair or replacement, at Seller's option, of such Equipment by Seller, without charge for labor to Buyer, except for the costs of field erection, if any, which shall be borne by Buyer. In the event any services provided by Seller do not comply with the limited warranty set forth herein, Buyer's sole and exclusive remedy shall be the completion of the services in compliance with the limited warranty set forth herein. These remedies are available to Buyer only if Buyer delivers written notice to Seller of any alleged defects (a) promptly after discovery thereof and (b) within the warranty period. The remedies described herein are subject to the limitations set forth in the following section and elsewhere herein.



Process Heating Systems Design,
Engineering, & Service

4875 Deen Road
Marietta, GA 30066
Phone: 770-427-5770
Fax: 678-254-1762
www.sigmathermal.com

Commissioning By Unauthorized Personnel. In the event that any Equipment is commissioned and/or is first operated without direct supervision by Sigma Thermal personnel or personnel pre-approved and authorized by Sigma Thermal, all warranty provisions will be void.

LIMITATION OF LIABILITY

In no event shall Seller's liability to Buyer with respect to any Equipment or service exceed the purchase price of such Equipment or service as set forth in this proposal, regardless of whether such liability is based upon the foregoing limited warranties or upon any tort, contract, indemnification or other theory and regardless of any determination of causation or negligence. In the event of multiple claims with respect to any item of Equipment or any service provided, such claims shall be aggregated in determining whether the limitation has been reached. Without limiting the foregoing, in no event will Seller be liable to Buyer or any person claiming by or through Buyer for any personal injury, loss of business profits, business interruption, plant shut-down, non-operation or increased expense of operation of other equipment or any other indirect, incidental or consequential damages or loss, or any punitive damages, arising out of or in connection with the sale, delivery, non-delivery, servicing, use, maintenance, installation, condition, ownership, possession, operation, selection or return of the Equipment, or for any claim made against Buyer by any other person, even if Seller has been advised of the possibility of such claim. In no event will Seller be liable for the cost of work performed or material or Equipment furnished by Buyer or third parties due to any breach of the limited warranty set forth herein unless such work, material or Equipment have been approved in writing by an authorized representative of Seller after having been provided a reasonable opportunity to perform such work and provide such material or Equipment.