



## LRC Coil

### Five Year Limited Warranty for LRC Coat™ OEM Corrosion Protection

LRC Coil ("LRC") under this Limited Warranty, warrants that the coil coating supplied as "LRC Coat™" is supplied free of any defects and for its intended purpose for a period of 5 years from the date of application and in accordance with its product specifications when applied on new units. If the LRC Coat™ product fails to protect the coil from corrosion from the outside to the inside of the coil or experiences loss of adhesion (i.e. failure of the coating or failure of the workmanship in the application of the coating) within the five year Limited Warranty LRC will provide free of charge sufficient product to correct the failure.

This Limited Warranty on the coil coating is subject to the terms, conditions, limitations and exclusions contained herein. Further this Limited Warranty applies only to LRC Coat™ coatings that have been applied by LRC Coil Company.

#### **EXCLUSION FROM COVERAGE**

This Limited Warranty only applies when the coated coil has been properly installed and maintained. The Limited Warranty does not cover coating failures caused by the following:

1. Failure to properly maintain and service the coated coil. Proper maintenance shall include, but not be limited to regular inspection of the coil coating and cleaning of the coil on at least a three month basis using only HVAC System Care Coil Cleaner (or suitable alternative neutral ph cleaning solution). All inspections and services must be documented.
2. Electrical currents including but not limited to those occurring due to improper grounding of equipment.
3. Negligence, modifications or alterations made to the coil after coating, falling objects, explosion, fire, abrasive debris, earthquake, flood, hail, unusual weather phenomena (such as high winds or natural disaster), riot, acts of war, vandalism, civil disturbances, acts of nature, improper handling, improper installation, physical or mechanical abuse or similar or dissimilar occurrences beyond LRC Coil's control.
4. Corrosion occurring from the inside to the outside of the coil (i.e. formicary corrosion).
5. Misuse, abuse, or improper application, employment or operation of the coil.
6. Damage caused by third parties, including plant or animal life.
7. Failure to apply LRC Coat™ product to repair areas of coating damage as needed. Any small defects found in the coating as part of the regular inspection and within the Warranty period will be remedied at no charge to the customer. Any reapplication of the LRC Coat™ product will not extend the Limited Warranty period, but the remaining period will continue in force; or
8. Direct or repeated contact with salt water or other corrosive materials (i.e. wet applications).

#### **DISCLAIMER OF OTHER WARRANTIES**

THE LIMITED WARRANTY DESCRIBED IN THIS DOCUMENT SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **REMEDY FOR CLAIMS**

During the Limited Warranty period, after notice of a claim and upon LRC determination that a coil coating is not in compliance with this Limited Warranty, LRC shall, at its option (i) repair the coating free of charge using LRC Coat™ product (ii) coat using LRC Coat™ product, free of charge, a replacement coil provided or (iii) reimburse the coating costs paid to LRC on a pro-rated basis, based on the time period still remaining on the warranty period.

#### **LIMITATION OF REMEDIES**

LRC'S EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO, AT LRC'S OPTION, THE REPAIR OF THE DEFECTIVE LRC Coat™ COATING, COATING OF A REPLACEMENT COIL USING LRC Coat™ OR REIMBURSEMENT OF THE COATING COSTS PAID TO LRC ON A PRO-RATED BASIS. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, SPECIAL,

ANCILLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, DOWNTIME OR LOST TIME, LOSS OR REPLACEMENT OF REFRIGERANT, FREIGHT, CRANE OR PLACEMENT EQUIPMENT, COST OF REPLACEMENT COIL, TEMPORARY EQUIPMENT RENTAL, LOST PRODUCTION, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, ANCILLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, SHALL BE AVAILABLE.

### **CLAIMS**

All claims made under this Limited Warranty shall be waived unless made in writing to LRC within the applicable warranty period, and within thirty (30) days after being informed of the subject defect, discovering the subject defect, or having reasonably discovered the subject defect. LRC must be given a reasonable opportunity to inspect any coil coating claimed to be defective. Each claim shall include the purchase order number, date of product shipment and date of application of the allegedly defective coil coating. It must be demonstrated that the failure was due to a breach of this Limited Warranty. Upon approval by LRC of the Limited Warranty claim and at LRC's option: (1) repair the defective coil coating; (2) coat a replacement coil provided; or (3) LRC will reimburse the pro-rated cost of the coating charges paid to LRC for the original coating. If LRC selects option (1) or (2), Accredited Applicators must carry out the work of repairing the defective coil coating or coating a replacement coil, respectively.

All notices and claims given under or pursuant to this Limited Warranty shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested.

### **MERGER CLAUSE**

ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS, EXPRESSED OR IMPLIED, BY LRC REPRESENTATIVES THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN LIMITED WARRANTY SHALL BE GIVEN NO FORCE OR EFFECT. ANY SUCH REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON AND ARE NOT PART OF THIS LIMITED WARRANTY OR THE CONTRACT OR AGREEMENT FOR THE COATING OF THE COIL USING LRC Coat™. THIS LIMITED WARRANTY SHALL BE DEEMED TO BE PART OF THE CONTRACT OR AGREEMENT WITH LRC FOR THE COATING OF THE COIL USING LRC Coat™. THE ENTIRE AGREEMENT AND UNDERSTANDING WITH LRC WITH RESPECT TO THE COATING WARRANTY IS EMBODIED IN THIS WRITING.

### **NON-WAIVER**

In any instance or series of instances, the determination of LRC not to exercise any right hereunder or not to require compliance with any term or condition hereof, shall not constitute a waiver of LRC's rights to exercise all rights and to require compliance with all terms and conditions herein on all occasions prior and subsequent to such instance or instances, and no such determination or series of determinations by LRC shall constitute an alteration or waiver of the rights and liabilities of LRC as otherwise set forth herein.

### **CONDITION PERTAINING TO LIMITED WARRANTY ISSUANCE**

This Limited Warranty shall only become effective upon payment in full to LRC of all invoices or statements for the LRC Coat™ coating used in the application of the coil.

### **CHOICE OF LAW**

THIS LIMITED WARRANTY SHALL BE DEEMED A CONTRACT AND SHALL BE DEEMED ENTERED INTO UNDER AND PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) AND SHALL BE GOVERNED AS TO ALL MATTERS AND QUESTIONS WHATSOEVER, WHETHER OF VALIDITY, CONSTRUCTION, INTERPRETATION, ENFORCEMENT OR OTHERWISE, BY AND IN ACCORDANCE WITH SUCH LAWS. ANY LEGAL ACTIONS INVOLVED WITH THIS WARRANTY SHALL BE BROUGHT IN A COURT IN THE STATE OF CALIFORNIA.

Effective for coils manufactured by and coated with LRC Coat™ OEM Corrosion Protection by LRC Coil after June 1, 2010.