

SPX Cooling Technologies Certification and Limited Warranty

SPX Cooling Technologies, Inc. ("SPX CT") warrants the fill material furnished on this repair or replacement order, will be free from defects in materials and workmanship for a period of (12) months from date of shipment by SPX CT to the original installation.

Fill media is the core of the cooling tower's cooling system. Proper fill material allows maximum water surface coverage and promotes air-water contact improving evaporative heat transfer efficiency.

All PVC fill media marketed as Marley product is manufactured in SPX CT plants adhering to our own rigid specifications and quality requirements. Uniform stock section of PVC, generally 15 to 20 mils thick is supplied to SPX CT facilities where the PVC media is thermoformed from either .015" thick or .020" thick, UV inhibited and chemically resistant polyvinyl chloride (PVC). The flame spread rating is 25 or less per ASTM E-84 and is considered self-extinguishing. Other mil thickness may be available upon request. Contact your local Representative for additional information.

Several factors can influence the thermal capability of a cooling tower. These include but are not limited to proper installation of replacement fill according to the manufacturers instructions, the same fill type and air travel, proper configuration of the water management system within the tower, proper air seal details and eliminator condition, the spray and water distribution system in new condition, and the mechanical equipment in good working order. This is further subject to the installation of replacement fill in SPX CT towers with fill media of the same model as originally installed. SPX CT warrants that the replacement fill material furnished will provide equivalent thermal performance capabilities as the original material provided of the same style and kind to the extent the above issues, including any similar to those listed above, are all maintained in accordance with SPX CT's guidelines and instructions.

The obligation under this warranty is limited to the repair or the replacement of defective materials, at SPX CT's option, F.O.B. original shipping point or EXWORKS plant. Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty. This warranty is not transferable.

This warranty does not obligate SPX CT to bear the cost of labor, transportation charges, or other costs incurred in connection with the repair or replacement of defective parts; nor does this warranty apply to normal wear and tear nor to damage resulting from operation not conforming with the SPX CT operation and maintenance instructions, accident, alteration, misuse or an abnormally corrosive or abrasive use environment.

SPX CT's total liability for damages related to the performance of or failure to perform shall be limited to the amount of the contract price and in no event shall either party hereto be responsible or held liable to the other for any special, punitive, indirect, incidental, or consequential damages.

The above warranties are in lieu of all other warranties expressed or implied, and all applied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from this agreement.

SPX

COOLING TECHNOLOGIES

SPX Cooling Technologies, Inc.

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