

# **LIMITED WARRANTY POLICY**

Subject to the limitations and conditions set forth in this Limited Warranty and for the duration of the applicable warranty periods specified hereunder, **DRYAIR MANUFACTURING CORP.** ("DryAir"), on behalf of itself and its affiliates, makes the following limited warranties for equipment, parts and components manufactured by DryAir (the "**DryAir Products**") and sold to the original retail customer ("**Customer**"):

### 1. STANDARD LIMITED WARRANTY

All new and unused parts and components of the DryAir Products that are manufactured by DryAir will be free from defects in in material and workmanship at the time of delivery to the Customer.

- a. DryAir will repair or replace, without charge, any defective part of the DryAir Products for a period of twenty-four (24) months from delivery to the first retail purchaser, F.O.B. St. Brieux, SK., Canada.
- b. All replacement parts shipped out for Limited Warranty purposes will be invoiced to the Customer. The Warranty Claim procedure outlined below is the process for compensation.
- c. Any parts that are covered by an extended warranty published by DryAir are an exception to the STANDARD Warranty policy and are to be warrantied as per the details of the Extended Warranty Policy (Section #3 below).
- d. DryAir labor rate for Warranty Compensation is \$85.00 USD/HR.
- e. DryAir reserves the right to cap the number of labor hours claimed based on the type of procedure being performed to correct the warranty issue (Schedule below in Section 4)
- f. This Limited Warranty Policy may change from time to time without prior notice.
- g. This Limited Warranty is transferable in the event of the sale of the DryAir Product to a second Customer.
- h. Replacement parts will be warranted for 90 days from the repair or replacement date.
- i. When deemed that components within a pump are the core issue (i.e. seal, or capacitor damaged), Warranty will provide coverage for the repair of the pump but will not provide coverage for replacement of the pump.
- j. If a major failure of the pump is deemed the issue, the complete replacement of the pump will be covered under warranty.
- k. The terms of this Warranty Policy are subject to provincial and state legislation. DryAir reserves the right to make modifications in accordance with provincial and state legislation without prior notice or obligation.
- I. Following the expiration of the applicable Warranty Period, DryAir will have no liability for any claims, damages, losses, or expenses relating to defects or deficiencies in the DryAir Products.
- m. The terms of this Warranty Policy are subject to provincial and state legislation. DryAir reserves the right to make modifications in accordance with provincial and state legislation without prior notice or obligation.

THERE ARE NO OTHER WARRANTIES, AGREEMENTS, ORAL OR WRITTEN STATEMENTS, OR UNDERSTANDINGS THAT EXTEND BEYOND THOSE IN THIS LIMITED WARRANTY. DRYAIR SPECIFICALLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, DRYAIR DISCLAIMS ANY AND ALL WARRANTIES ARISING BY STATUTE OR BY LAW. CUSTOMER ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY STATEMENT, AGREEMENT, WRITING, WARRANTY, OR REPRESENTATION, WHETHER WRITTEN OR ORAL, OTHER THAN THE TERMS CONTAINED IN THIS LIMITED WARRANTY.



## 2. Exceptions to STANDARD LIMITED WARRANTY POLICY

In no event will DryAir be held responsible for any damage, liability, loss, costs, or expenses of any kind or nature arising out of or related to:

- a. Loss of profit or revenue, other commercial losses, inconvenience and/or replacement equipment rental cost.
- Maintenance, repair or service items not related to warrantable defects.
- c. Loss or damage during shipping.
- d. Failure resulting from lack of or improper maintenance.
- e. Damage caused by operator abuse, negligence or improper operation.
- f. Damage resulting from improper voltage supply.
- g. Damage from improper installation/installation done by other than DryAir.
- h. Non-defective items replaced at the request of the Customer.
- i. Damage due to accidents.
- j. Damage resulting from improper fuel supply (i.e. pressure or contamination).
- k. Damage resulting from cracked or broken lines occurring during transport.
- I. Normal wear and tear.
- m. Damage resulting from use of inadequate or improper fluids (i.e. Glycol or oil).
- n. Mileage is not covered; and
- o. Glycol is considered a consumable and will not be covered under warranty policy.

Generator Warranty is covered by the Manufacturer's Warranty Policy. (Contact information attached below).

MULTIQUIP Service Contact # is USA 1-800-421-1244; CAN 1-877-963-4411

Customer acknowledges and agrees that the remedies in this Limited Warranty will be Customer's sole and exclusive remedy and the sole and total liability of DryAir for any claims, losses, injuries, expenses, or damages arising out of or related to defects in the DryAir Products. Any repairs or replacement products provided under this Limited Warranty will be subject to this Limited Warranty for the remainder of the Warranty Period and will not extend the Warranty Period unless specified hereunder. If DryAir provides any of the remedies identified in this Limited Warranty, then Customer agrees that the Limited Warranty will not have failed its essential purpose.

In no event will DryAir and its affiliates, subsidiaries, related companies, officers, directors, employees, shareholders, and agents be liable for any consequential, incidental, indirect, special, exemplary, or punitive damages (including, but not limited to, loss of actual or anticipated profits, revenues, or product; loss by reason of shutdown or non-operation of any affected facility; increased expenses of operation, borrowing, or financing; or loss of use or productivity), regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory. Customer acknowledges and agrees that in no event will the liability of DryAir and its affiliates, subsidiaries, related companies, officers, directors, employees, shareholders, and agents exceed the amount paid for the DryAir Products.

## 3. EXTENDED WARRANTY POLICY

## **GLYCOL HEATER**

- a. An extended warranty is provided on the Glycol Heater portion of DryAir's Central Heating Units (CHU's), Ground Thaw units (GTS's) and Hydro Heat Pro (HHP) Units for a 5-year term, on a prorated basis diminishing 25% / year after the second year (schedule below).
- b. Invoice date is the date to be used for the commencement of the 5-year warranty period.
- c. Coverage schedule:

Year 1 - 100% Year 2 - 100%



Year 3 - 75%

Year 4 - 50%

Year 5 - 25%

### 4. ELIGIBLE WARRANTY HOURS

- a. Electrical Components (such as switches, thermostats, breakers, transformers, temperature controls such as Aquastats, ignition modules and solenoids): 1 hour
- b. Electrical Motors & Gear Boxes (such as hose reel drive motors, fan coil motors, gear boxes, hose reels and altivar drives): 1 hour
- c. Plumbing Components (such as flow reverser control, flow switches, valves (ball and thermostatic), plumbing fittings and electric preheaters): 1 hour
- d. Various HP Water Pumps: 2.5 hours
- e. Burners (all Diesel, LP or NG burners): 2 hours
- f. Refractory Bricks (Model 2000-1200): 8 hours

#### 5. CUSTOMERS OBLIGATIONS

- a. It is the responsibility of the Customer, at the Customer's expense, to transport the DryAir Product to the service facility of an authorized DryAir distributor/dealer or alternately to reimburse the distributor/dealer, for any traveling expenses incurred in fulfilling this limited warranty.
- b. It is the responsibility of the Customer to read, understand and implement the maintenance, safety and operational guidelines as laid out in the Operation and Maintenance Guide.
- c. Keep all defective parts for 30 days after the submission of the warranty claim unless otherwise directed by DryAir.
- d. All parts are to be tagged with warranty claim number and shipped prepaid to DryAir within 30 days after submission of warranty claim.

### 6. MANUFACTURER'S OBLIGATIONS

- a. DryAir reserves the right to continually improve the DryAir Product's parts or specifications at any time without notice or obligation.
- b. The terms of this Limited Warranty Policy are subject to provincial and state legislation. DryAir reserves the right to make modifications in accordance with provincial and state legislation without prior notice or obligation.

#### 7. NORTH AMERICAN WARRANTY DEPOT

DryAir Manufacturing Corp. 400 Service Road, Box 126 St. Brieux, SK S0K 3V0 Ph. 1 (888) 750-1700 x. 2408

All Warranty Claims, without exception, require a WARRANTY CLAIM AUTHORIZATION NO. Please call 1-888-750-1700 x. 2408 or email <a href="mailto:service@dryair.ca">service@dryair.ca</a> for number, DryAir Warranty Claim Form and Warranty Claim Procedures.



### **Procedure for Completion and Submission of Warranty Claim:**

- a. All Warranty Claims, without exception, require a WARRANTY CLAIM AUTHORIZATION NO. Please call 1-888-750-1700 or email service@dryair.ca for number, DryAir Warranty Claim Form and Warranty Claim Procedures.
- b. All warranty credits must be processed with a DryAir Warranty Claim Form.
- c. Each warranty claim should only refer to one Serial No. unit. Each Warranty Claim can have multiple items on the claim.
- d. Mileage and travel time to/from the Customer are not eligible for warranty credit.
- e. Freight charges for warranty parts are not eligible for warranty credit.
- f. When claiming for warranty labor the allowable warranty labor rate will be \$85.00/hour
- g. Bill of sale must accompany the warranty claim.
- h. Parts required to be returned to factory must be tagged with warranty claim number.
- i. All warranty parts, unless otherwise specified, are to be returned to one of our DryAir Warranty Depots. Exceptions to parts that don't require return are as follows:
  - Examples of items that are required to be returned to factory are: Pumps, electric motors, gas or diesel burners, hose, any gas valves or controls.
  - Examples of items that are not required to be returned to the factory (in these instances, please provide a picture of the defective part with the warranty claim): Seals, mechanical switches, relays, refractory bricks, various plumbing fittings, ball valves, level switches, enclosure, fender or cabinet components, chimney components, fuel lines.

If in doubt about whether a component is required to be returned, please email service@dryair.ca for direction.