



N. WARRANTIES

The Company warrants the Products to be free from defects in workmanship and material, under normal use and service (the "Warranty"), for a period equal to 12 months from the date of notice of readiness to ship, when delivered to the Buyer (the "Warranty Period"). All services shall be performed by the Company in a workmanlike manner, consistent with U.S. industry practices. Other than the Warranty during the Warranty Period, no other warranty of any kind, expressed or implied, is extended by the Company, and the Company disclaims all other expressed or implied warranties whether arising in law, in equity, in contract, or in tort, including and without limitation, any implied warranty of merchantability, design, condition, or fitness for a particular use. Buyer acknowledges that it alone has determined the intended purpose and suitability of the Products. The Warranty does not cover the effects of normal wear, tear or deterioration of the Products; damages caused by improper treatment of feedwater and or/conditioning of boiler water, or the effects of abrasion, erosion, or corrosion; the effects of improper storage or erection; or abuse of the Products or operation or maintenance not in accordance with Company's operating instructions or standard industry practice. If at any time prior to expiration of the Warranty Period, Buyer or Owner shall discover any defect or other failure of the Products to conform to the Warranty, Company, upon written notice from Buyer, given within a reasonable time after discovery, shall correct the defect or nonconformity or replace the defective Product to comply with the Order requirements. Notwithstanding the foregoing, the Company's obligation to correct or replace any defect or nonconformity shall only occur during the Warranty Period, and no such corrections or replacements of any type whatsoever shall occur upon expiration of the Warranty Period. Any defects or nonconformities not corrected or replaced during the Warranty Period shall be deemed accepted by Buyer. Buyer shall be responsible, at its sole cost, for providing the Company with adequate access to the Products to make any repair under the Warranty. The Company shall not be responsible for any repairs, parts, equipment supplied by others unless the same was specifically ordered by the Company. Any substitution of parts not provided by the Company or not authorized by the Company or modification, tampering, or manipulation of the Company's product shall void the Warranty. Alteration of any parts without the express written permission of the Company or use for a purpose other than that

intended shall void any and all Warranties. The Warranty shall not be effective unless the Buyer has fully paid for the Products.

O. THERMAL PERFORMANCE

Performance tests shall be run by others within sixty (60) days of the date of initial operation of the Products, not to exceed three

(3) months from delivery of the Products or shall be deemed satisfied. Satisfactory completion of performance tests completely

satisfies the Company's obligation with respect to Product operation, and the Company's sole obligation is strictly restricted to the

Warranty. Tests shall be conducted in accordance with the applicable ASME test code, including measurement uncertainties for

the equipment. The company is not responsible for the performance of equipment, and any performance guarantees are voided

when startup and adjustment are performed by persons who are not authorized service representatives of the Company.