



Product Warranty

Direct Coil warrants to its direct purchasers (each, the "Buyer") that Products, including Service Parts, manufactured or supplied by Direct Coil shall be free of defects in material or workmanship, under normal use and service, for a period of twelve (12) months from the date of original installation, or eighteen (18) months from the date of shipment by Direct Coil, whichever first occurs. This warranty does not apply unless the Buyer has met its payment obligations under the terms and conditions of sale, extends only to the original direct purchaser, and is non-transferable.

Any Product covered by this warranty and found defective upon examination at Direct Coil's designated facility will, at Direct Coil's option, be repaired or replaced and returned to the Buyer, or credited at the purchase price. Such repair, replacement, or credit constitutes full performance by Direct Coil of its obligations under this warranty and shall not extend, renew, restart, or create any new warranty period for the original Product, repaired Product, replacement Product, or any component part thereof. Warranty coverage is limited to the value of the Product or parts supplied and does not extend beyond that value. This warranty covers parts only and does not cover labour, diagnostics, removal, reinstallation, crane costs, lifting equipment, refrigerant recovery or recharge, glycol, fluids, travel, overtime, access costs, field service expenses, downtime, lost production, lost revenue, product spoilage, loss of use, product loss, refrigerant loss, glycol loss, fluid loss, or any other field-related costs, unless expressly authorized in writing by Direct Coil prior to the cost being incurred. No backcharge, debit memo, deduction, or offset against amounts owed to Direct Coil is permitted without Direct Coil's prior written authorization, and the Buyer shall pay all invoices in full and may not withhold or deduct any amount on account of any warranty claim or alleged defect. To the fullest extent permitted by applicable law, Direct Coil shall not be liable to the Buyer, the Buyer's customer, or any third party for any damages, costs, losses, or expenses beyond the remedies expressly provided in this warranty, including special, incidental, consequential, punitive, exemplary, or penal damages.

For Products that are shipped with a nitrogen holding charge, the charge serves as a leak-integrity indicator. Products must be inspected within forty-eight (48) hours of receipt for defects and, where applicable, for the presence of the holding charge. Any such Product received with no holding charge, or any Product received with a quality defect, must not be installed, and photographs of the condition or defect must be provided to Direct Coil. Installation of a Product with visible damage, missing holding charge, or known quality defect without prior written authorization from Direct Coil may void warranty coverage. All quality defects are assessed against the Direct Coil Quality Standards.

Standard shipping terms are FOB Direct Coil. Freight damage is the responsibility of the carrier and must be pursued as a carrier claim; it is not covered under this warranty, and visible damage should be noted with the carrier at the time of delivery. The Buyer must pay all costs of transportation of Products to Direct Coil's designated facility. Return transportation for repaired or replacement Products, if applicable, shall be handled in accordance with Direct Coil's written authorization or RGA instructions.

Affected Products must be returned to Direct Coil for warranty validation, possible repair, and root cause analysis. A Return Goods Authorization (RGA) number must be obtained from the sales department before any Products are returned, and Products must be shipped to the location designated by Direct Coil on the RGA. No return shipment will be accepted without an authorization number. Issuance of an RGA does not constitute acceptance of a warranty claim, and Direct Coil shall determine, in its sole reasonable judgment, whether the Product is defective and whether the claim is covered under this warranty. Direct Coil shall have no liability for expenses incurred for repairs made by the Buyer except by prior written authorization. Any claim under this warranty shall be made to Direct Coil in writing within the warranty period specified above; otherwise, such claim shall be deemed waived.

Where warranty coverage is calculated from the date of original installation, the Buyer must substantiate that date with documentation such as a commissioning or startup record. Without acceptable proof of installation date, the warranty period runs from the date of shipment by Direct Coil.

The Buyer is responsible for keeping Products damage-free while in the Buyer's possession, including the proper storage and handling necessary to preserve any nitrogen holding charge prior to installation. Direct Coil shall have no warranty obligation whatsoever if its Products have been subjected to alteration, misuse, abuse, neglect, accident, improper installation, improper maintenance, internal or external corrosion, improper water treatment, chemical contamination, corrosive fluids or atmosphere, unapproved cleaning agents, substances incompatible with the Product materials, freezing (which is considered misuse), thermal shock, water hammer, operation at pressures or temperatures exceeding those specified, operation outside stated design conditions, use in a manner inconsistent with the Product design, or operation contrary to Direct Coil's recommendations or accepted industry practice; if the Product has been altered or repaired by anyone other than Direct Coil or its authorized representative; or if the serial number has been altered, defaced, or removed.

The Buyer is solely responsible for determining whether the Product is suitable for the Buyer's or end customer's intended application, system design, operating conditions, and performance requirements. Any technical information, product selection, performance data, recommendations, opinions, or other assistance provided by Direct Coil is based on information supplied to Direct Coil and does not relieve the Buyer, installer, engineer, contractor, or end user of responsibility for proper selection, application, installation, operation, and maintenance of the Product. Direct Coil does not warrant performance where actual airflow, fluid flow, entering conditions, controls, installation, or operating environment differ from the conditions used for selection, rating, or quotation.

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, DIRECT COIL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY OTHER WARRANTY OF ANY NATURE, WITH RESPECT TO PRODUCTS MANUFACTURED OR SOLD BY DIRECT COIL.

This warranty constitutes the entire warranty with respect to the Products and supersedes all prior warranty policies, statements, and representations, whether written or oral. This warranty, together with Direct Coil's terms and conditions of sale, governs the sale of the Products; any additional or conflicting terms contained in the Buyer's purchase order or other documents are rejected and shall have no effect unless expressly agreed to in writing by Direct Coil. No one is authorized to change this warranty or to create, for or on behalf of Direct Coil, any other obligation or liability in connection with the Products. If any provision of this warranty is held to be invalid, unenforceable, or not permitted by applicable law, that provision shall apply to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect. This warranty and any dispute arising under it shall be governed by and construed in accordance with the laws of the jurisdiction in which the selling Direct Coil location is situated.

All written correspondence is to be made to:

Direct Coil Inc.

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613-544-2200 (Phone)

613-544-7779 (Fax)

Direct Coil USA Inc.

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