

UNILUX ADVANCED MANUFACTURING

WARRANTY

FOR BOILER FRONT AND REAR REFRACTORY WALLS

WARRANTY : SHOULD ANY FAILURE OF THE STEEL OF THE BOILER FRONT AND REAR FURNACE WALLS OCCUR CAUSED BY OVER HEATING WITHIN FIVE (5) YEARS OF SHIPMENT DUE TO DEFECTIVE MATERIAL OR TO IMPROPER WORKMANSHIP, WE WILL FURNISH, WITHOUT CHARGE TO THE PURCHASER, REPLACEMENT OR REPAIR OF SAID FAILED MATERIAL, FREIGHT EXTRA. ASSOCIATED LABOUR AND COSTS SHALL BE BORNE BY OTHERS. THE FAILED MATERIAL MUST BE RETURNED, FREIGHT PREPAID, TO UNILUX ADVANCED MANUFACTURING. WITH A COMPLETED **WARRANTY RETURN FORM** ATTACHED WITHIN 30 DAYS AFTER YOUR RECEIPT OF THE REPLACED MATERIAL. OTHERWISE, WARRANTY MAY BE DENIED AND FULL CHARGES WILL BE IN ORDER. THE COMPLETED WARRANTY RETURN FORM MUST INCLUDE START-UP DATE, A REFRACTORY CURING DETAIL REPORT, REPLACEMENT DATE AND REASON FOR RETURN. THE FOREGOING SHALL NOT APPLY TO MATERIAL THAT HAS BEEN ALTERED OR REPAIRED AFTER SHIPMENT TO YOU BY ANYONE EXCEPT OUR AUTHORIZED EMPLOYEES, AND THE COMPANY WILL NOT BE LIABLE IN ANY EVENT FOR ALTERATIONS OR REPAIRS EXCEPT THOSE MADE WITH ITS WRITTEN CONSENT. THIS PARAGRAPH DOES NOT COVER ORDINARY WEAR AND TEAR, CORROSION, EROSION OR IMPROPER HANDLING OR STORAGE AFTER LEAVING OUR POINT OF SHIPMENT. IF INSPECTION BY THE COMPANY DOES NOT DISCLOSE ANY DEFECT IN WORKMANSHIP OR MATERIAL, THE COMPANY'S REGULAR CHARGES WILL APPLY. ANY REFRACTORIES SUPPLIED WITH THIS ORDER WILL BE GUARANTEED AS TO QUALITY AND WILL BE SELECTED IN ACCORDANCE WITH GOOD PRACTICE FOR THE SERVICE INTENDED. DUE TO OPERATING CONDITIONS BEYOND THEIR (AND OUR) CONTROL, REFRACTORY MANUFACTURERS WILL NOT GUARANTEE THE SERVICE LIFE OF THEIR PRODUCTS AND WE, THEREFORE, ARE LIMITED TO THE SAME DEGREE IN OUR TERMS OF GUARANTEE.

THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING NEGLIGENCE AND ALL WARRANTIES, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. WE WILL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PRODUCTS OR GOODWILL, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR CONSEQUENTIAL LOSS, AND OUR LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED. THE LAWS OF SOME STATES AND/OR PROVINCES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INSOFAR, AND ONLY INSOFAR, AS REQUIRED BY SAID LAWS.

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