

# Standard Product Warranty

## **BERNER ENERGY RECOVERY INC.**

Shenango Commerce Park  
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New Castle, PA 16101  
Phone: (724) 657-5301 Fax: (724) 652-0682

### **LIMITED PRODUCT WARRANTY**

Berner Energy Recovery Inc. ("Seller") warrants the products described below to be free from defects in materials and workmanship under normal use and service for eighteen months after shipment. This warranty is made only to the original customer and original end user identified below (each, a "Buyer"), and does not extend to (i) consumable components, such as drive belts, belt clips, filters, freon, fuses, oil, grease, glycol and all general fastener hardware; (ii) products damaged by abuse or accident during or after shipment; (iii) parts or accessories manufactured by others and used or installed as a result of Buyer's specifications; and (iv) products not installed, operated and maintained in accordance with Seller's recommendations and standard industry practice. Claims must be submitted in writing within thirty (30) days after discovery of the defect for which the claim is made. Buyer's sole remedy under this warranty is the repair or (at Seller's option) replacement of defective parts, at Seller's expense. Buyer shall be solely responsible for all costs of removal and installation, and all freight charges to and from Seller's plant. In no event will Seller be liable for special, incidental, indirect, or consequential damages, however caused. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL OR IMPLIED, WITH RESPECT TO THE QUALITY OR SUITABILITY OF SELLER'S PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS.

<b>PRODUCT WARRANTED:</b>	
<b>SERIAL NUMBER:</b>	
<b>DATE OF SHIPMENT:</b>	
<b>ORIGINAL CUSTOMER:</b>	
<b>ORIGINAL END USER:</b>	