

Wilsenergy Limited Warranty

This Limited Warranty is valid for up to five (5) years from the coating application date. Service(s) completed pursuant to this Limited Warranty will not lengthen the Limited Warranty past this five-year period. The solutions offered under this Limited Warranty shall be selected in the sole and absolute discretion of Wilsenergy. The Limited Warranty is only valid if coils are properly cleaned in accordance with cleaning procedures provided to Buyer, utilizing the cleaning materials approved by Wilsenergy. The Limited Warranty is non-transferable and only applies to the original buyer.

Section A. The Limited Warranty will be void if: (1) Coating failure is due to improper cleaning, mechanical or physical abuse, corrosive liquids, cleaners, wind-driven sand, gases inside the system, or due to exposure to or products being placed in a corrosive environment that was not thoroughly and expressly communicated and documented to Wilsenergy prior to any coating or application being applied; (2) Buyer does not adhere to the provided maintenance instructions.

Section B. In the Request for Quote, Buyer must disclose any and all potentially harmful, corrosive, acidic, or abnormal environmental and other conditions to which the coil will be exposed. Failure to do so will result in this Limited Warranty being void. A completed log of the regularly scheduled cleaning performed must be provided, or this Limited Warranty will be void. Wilsenergy reserves the right to collect a coil sample to be sent to a laboratory of Wilsenergy's choice in the event of actual or alleged product failure for investigatory purposes. Written notice of any damaged coating or inadequate application must be given to Wilsenergy within thirty (30) days of detection. If coating is determined to be defective and Buyer has maintained cleaning records and complied with all other requirements expressed in Sections A(1), A(2), and A(3), Wilsenergy will refund the full cost of coating the product in question during the first two (2) years after the coating application date. After this two (2) year period has elapsed, any refund issued by Wilsenergy will be granted on a pro-rated basis (number of months remaining in the Limited Warranty/60 multiplied by the cost of coating the product in question).

Section C. Under this Limited Warranty, Wilsenergy is not obligated to pay any of the following costs: (1) A replacement coil and/or cabinet/component; (2) The labor to remove or replace a coil and/or cabinet/component; (3) Freight for the replacement coil and/or cabinet/component to be shipped to the job site; (4) Costs for rental of equipment or refrigerant loss and recovery; or (5) Any other incidental expense related to the failure.

Section D. Should the coating and/or the coils be used for any unspecified purpose, misused, tampered with, or combined with foreign elements, damaged by mishandling, abuse, improper storage, or used in any manner other than originally intended, Wilsenergy shall accept no liability or responsibility for damages. Without limiting the generality of the previous statement, the following items specifically are not covered by this Limited Warranty: (1) Damage originating internally, such as from corrosive liquids, gases, or environmental conditions inside or introduced into the system; (2) Damage from improper cleaning methods, such as the use of wire brushes, unauthorized chemicals or coil cleaners, or other abrasive actions or products; or (3) Damage from any other intentional or accidental act, or any act of nature, which compromises the integrity of the coating applied for external corrosion protection.

Section E. At the time of Quote, Buyer must disclose any adiabatic and evaporative cooling conditions. Air coolers or evaporator coils that are used in the refrigeration of production processes

and warehousing of foodstuff require a higher tier application. Cleaning and disinfection must be performed in accordance with Wilsenergy recommendations using approved chemicals and methods only. In cases of defrost cycles, heat pump temperature cycles, or temperatures below -40C// -40F and over 120C//250F, the Limited Warranty is only valid after approval in writing by Wilsenergy. Adhesion to precoated substrates must be tested before full application.

Section F. This Limited Warranty, and all claims or causes of action (whether in contract, tort, or statute) that may be based upon, arise out of or relate to this Limited Warranty or the products or services supplied by Wilsenergy or to the negotiation, execution, or performance of this Limited Warranty (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Limited Warranty), shall be interpreted, construed and enforced, including its statute of limitations, pursuant to the laws of the State of California without regard to its conflicts of laws provisions, any borrowing statute, or the conflicts of laws provisions of any other state.

LIMITATION ON LIABILITY

TO THE GREATEST EXTENT PERMITTED BY LAW, WILSENERGY SHALL HAVE NO LIABILITY UNDER ANY CIRCUMSTANCES FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY BUYER OR OTHERWISE ARISING FROM OR RELATING TO THE PRODUCTS OR SERVICES PROVIDED BY WILSENERGY TO BUYER OR UNDER THIS LIMITED WARRANTY, EVEN IF WILSENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF WILSENERGY, REGARDLESS OF THE BASIS OF THE CLAIM, INCLUDING ANY ALLEGED NEGLIGENT ACTIONS, WHETHER ACTIVE OR PASSIVE, OR OMISSIONS ON THE PART OF WILSENERGY OR FOR ANY OTHER REASON AND UPON ANY CAUSE OF ACTION (EXCEPTING ONLY THE INTENTIONAL ACTIONS OF WILSENERGY TO THE EXTENT REQUIRED BY LAW) SHALL BE LIMITED, IN THE AGGREGATE, TO THE TOTAL CONSIDERATION PAID TO WILSENERGY BY BUYER WITH REGARD TO THE AFFECTED PRODUCT. THIS LIMIT OF LIABILITY IS A MATERIAL TERM OF THIS AGREEMENT AND WILSENERGY'S PROVIDING OF PRODUCTS AND SERVICES TO BUYER FOR THE PRICES QUOTED IS DEPENDENT UPON ITS INCLUSION.