

Product Warranty

Products Covered by this Warranty

This warranty (the "Warranty") applies to the following Despatch products: Custom products, products rated for use at temperatures 1000°F or greater and products as specified in Despatch proposal.

Parts and Materials

Despatch warrants all parts and materials to be free from defects in material and workmanship under normal use and service for a period of:

1. one (1) year from date of shipment or two thousand (2000) hours operation, whichever occurs first
2. ninety (90) days from date of shipment or five hundred twenty-five hours operation whichever occurs first in the case of equipment rated for use at 1000°F or greater.

Use or service with corrosive or abrasive materials is not deemed normal.

During the applicable Warranty period, Despatch will repair or replace, at Despatch's option, parts and materials covered by this Warranty

Labor

During the first ninety (90) days of the Warranty period, Despatch will pay labor costs incurred to remove defective parts and materials, and to reinstall repaired or replacement parts or materials; provided, however, that Despatch's obligation to pay such labor costs shall be subject to the limitation that the removal and/or reinstallation service must be performed by a Despatch-authorized technician from Despatch's worldwide network of factory-trained professionals at a location within the contiguous United States.

Transportation Costs

All transportation costs to transport defective parts or materials to Despatch and to transport repaired or replacement parts or materials to Customer shall be the responsibility of the Customer.

Terms and Conditions

This Warranty shall be deemed valid and binding upon Despatch if and only if the Customer:

1. installs, loads, operates, and maintains the covered product supplied hereunder in accordance with the instruction manual provided upon delivery and product labeling affixed to the subject equipment;
2. if applicable, follows the Emergency Procedure set forth in this Warranty; and
3. contacts Despatch's Helpline at 1-800-473-7373 for assistance in diagnosing and troubleshooting the problem immediately upon discovering any damage or malfunction.

Despatch's reasonable determination as to whether a repair, replacement, or service is covered by this Warranty shall be final and binding.

Exclusions

This Warranty DOES NOT cover:

1. damage or malfunctions, or expenses incurred in the process of diagnosing and/or repairing damage or malfunctions, resulting from any of the following: operator error, misuse, abuse, inadequate preventive maintenance, normal wear and

tear, service or modifications by other than Despatch authorized technicians, use of the covered product that is inconsistent with the operation manual or labeling, acts of nature (including, without limitation, floods, fire, earthquake, or acts of war or civil emergency), internal or external corrosion, or non-conforming utilities (including, without limitation, electrical, fuel supply, environmental and intake/exhaust installations);

2. repair or replacement of parts or materials designed and intended to be expendable or consumable; refrigerants, filters, lamps;
3. routine maintenance; or
4. labor costs incurred for troubleshooting, diagnostics, or testing (except for testing required to verify that a covered defective part or material has been repaired).

Limitations of Liability

Despatch shall not, in any event, be liable for indirect, special, consequential, incidental, or punitive damages or penalties of any kind, including, without limitation loss of revenue, profits or business opportunities resulting from interruption of process or production. In no event shall Despatch be liable for damages in excess of the amounts paid by Customer to Despatch with respect to the applicable product(s). This Warranty does not cover, and Despatch shall not be liable for any losses, costs, damages or expenses resulting from delays in diagnosing or repairing the products, supplying or obtaining replacement parts or materials, strikes, labor stoppages or shortages, fires, accidents, government acts or regulations, or any other causes beyond the control of Despatch.

Non-Compliance By Customer

Despatch reserves the right to suspend and withhold service under this Warranty in the event of non-compliance by the Customer to any terms and conditions of this Warranty or the applicable purchase order or invoice. Further, Despatch shall not be liable for any loss of production, expenses, and inconveniences incurred due to such suspension.

Customer Furnished Equipment Warranty Limitation

This Warranty does not cover diagnosis or repairs of defects in or caused by, lack of performance of, or fitness for purpose of customer-supplied parts or equipment unless specifically noted in the Despatch written order acceptance confirmation.

Performance Commitment

Despatch provides no guarantee of process performance or fitness for purpose, unless specifically noted otherwise in Despatch written order acceptance confirmation. Despatch is providing equipment with design parameters specific only to its equipment.

Procedure Upon Discovery of Defects and Emergencies

In the event Customer becomes aware of any defect in the applicable products, Customer must immediately: (a) shut off fuel or energy supply (gas and electricity), (b) call for emergency assistance, if needed, and (c) notify Despatch Service.

THE REPRESENTATION AND WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND CUSTOMER HEREBY WAIVES AND DISCLAIMS RELIANCE UPON, ALL OTHER REPRESENTATIONS AND WARRANTIES OF EVERY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR IN EQUITY, OR BY COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY IS PERSONAL TO THE CUSTOMER AND MAY NOT BE TRANSFERRED OR ASSIGNED. ALL LIMITATIONS HEREUNDER, HOWEVER, SHALL BE BINDING ON ALL SUCCESSORS AND ASSIGNS OF CUSTOMER.

Service

Phone 800-473-7373; International Phone 952-469-8230; Fax 952-469-8193

e-mail service@despatch.com; www.despatch.com
