



WARRANTY

Limited warranty terms for Counterflow Heat Exchangers and HexWalls

1. Seller warrants to the original Purchaser of its Counterflow Heat Exchanger/HEXWALL („Products”), subject to the enclosed exclusions and conditions, will be free from defects in materials and workmanship, under normal operating condition, for period of twenty four (24) months from the date of shipment.

2. Products not manufactured by Seller will be warranted by Seller only to the extent that they are warranted to Seller by their manufacturer.

3. In event of any covered defects, Purchaser must notify Seller in writing within 48 hours of discovery. Failure to notify, shall be deemed an absolute and unconditional waiver of claim for such defects. Following inspection procedure is mandatory to be performed by Purchaser in terms of uncovered defects, under pain of losing the right to rely on these defects after 2 working days from the date of receipt.

VERIFY	OK/NOK
Package condition – no visible damage as a result of a fall or hard hit (e.g. during transportation)..	
Metal covers have no visible dents.	
Exchanging plates (aluminium or plastic) have no visible dents, damage, puncture.	
Discoloration visible on exchanging plastic plates.	

4. Upon confirmation that the products have been stored, installed, operated and maintained according to standard industry practice, Seller, at own option will

4.1. Repair any defective part or parts, or

4.2. Make a repaired or replacement part available at Seller’s plant.

5. Seller’s Limited Warranty excludes defects, failures and reduced performance caused, either directly or indirectly, by improper installation, operation above rated capacities, misapplication (i.e., operating in toxic, flammable or corrosive fumes, or special application exposed to corrosive / industrial processes or marine environment – for further application guidance contact Seller’s representative), exposure to liquid water, paint, dust or grease from commercial kitchen, abuse, misuse, any modification or repairs made to Products by Purchaser or others, improper maintenance or cleaning, negligence, accident, damages due to natural disasters, force majeure or normal deterioration, including wear and tear.

7. No warranty is available to Purchaser if Purchaser is delinquent in payments to the Seller.

8. This Limited Warranty does not include costs for transportation (including without limitation, freight and return freight charges, costs and insurance), cost from removal or re-installation of parts or equipment, premiums for overtime, or labour for performing repairs or replacement to equipment in the field.

9. Seller is not responsible for damages during transport of any product to or from Seller’s location.

10. THE OBLIGATION AND LIABILITY OF THE SELLER UNDER THIS LIMITED WARRANTY DOES NOT INCLUDE LOSSES, LOSS OF OTHER GOODS, PENALTIES, ANY DAMAGE TO PERSONS, PROPERTY, DIRECT OR INDIRECT, FOR INCIDENTAL, SPECULATIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, RESPECTIVE OF THE FORSEEABILITY OF ANY SUCH DAMAGES.

11. THIS LIMITED WARRANTY IS PROVIDED EXCLUSIVELY TO THE ORIGINAL PURCHASER OF PRODUCTS AND MAY NOT BE TRANSFERRED OR ASSIGNED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SELLER

12. This limited warranty and liability is governed by the laws of the Polish republic.

Claim form could be found [here](#)

