



LIMITED WARRANTY

IEA, LLC (“IEA”) warrants that Radiators and Components sold to Buyer (the “Products”) shall meet performance or print specifications as stated in the IEA quote or Buyer-approved drawings. IEA warrants all Products manufactured or sourced by IEA and furnished to Buyer to be free from defects in material and workmanship under normal use and service.

The warranty period continues until the first to occur of 1) one year from date of installation or 2) eighteen months from the date of shipment from IEA.

Non-conforming Product covered by this Limited Warranty will be repaired or replaced by IEA provided that the subject Product was installed and maintained according to IEA’s Installation and Operation Manual.

Buyer shall afford IEA the opportunity to utilize IEA Field Service technicians for all warranty or potential warranty claims or issues. When IEA technicians are not utilized, Product components identified as causing the warranty claim and therefore replaced must be returned to IEA for analysis or, if the Product is repaired rather than replaced, then acceptable digital pictures must be provided for warranty claim authorization.

IEA values its program of continuous improvement and therefore reserves the right to improve its products through changes in Product design or materials at its discretion without obligation to incorporate such changes in products it previously manufactured.

This warranty does not warrant against corrosion of radiators or components nor against damage caused by vibration.

Buyer’s sole and exclusive claim under this Limited Warranty is the repair or replacement, at IEA option and expense, of the non-conforming Product or components thereof.

IEA warranties extend only to Buyer and are not assignable to, or assumable by, any subsequent purchaser, in whole or in part. Any such attempted transfer shall render all warranties provided hereunder null and void and of no further force or effect.

The warranties set forth are inapplicable to and exclude any defect, damage, or malfunction resulting from (i) normal wear and tear, (ii) misuse, negligence, or modification of the Product, (iii) repair service provided by third parties not approved in advance by IEA (iv) failure by Buyer to follow IEA installation and operation manuals or instructions, (v) failure of parts or components or services not provided by IEA or (vi) any other cause outside IEA’s reasonable control.

The Warranties set forth above are in lieu of all other warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

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