



Protecall 5-Year Limited Warranty – Protective Coatings

This Limited Coating 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 beyond this five (5) year period. The Limited Warranty is only valid if a) The warranty is registered at www.Protecall.com/coatingcare and b) Coils and treated surfaces are properly cleaned in accordance with cleaning procedures and materials approved by Protecall (See Section 3). This Limited Warranty is transferable only to the final equipment owner at the time of original installation.

Section 1. General Terms

Subject to the terms and conditions of this Limited Warranty, Protecall and its entities warrants to Buyer that new coils and treated surfaces coated at a Protecall coating center or onsite shall be free from defects in material or workmanship for a period of five (5) years from the coating application date. Coils are defined as the heat transfer area up to and including the header up to the first solder or braze joint. No person, agent, or salesperson has authority to expand Protecall's obligation beyond the terms set forth in this Limited Warranty or to state that the performance of the coating is other than that published by Protecall. No service performed under this warranty will extend the warranty beyond the five (5) year period. Any conflicting terms or conditions contained in any purchase orders, other forms of purchase, or documents are hereby expressly objected to and rejected by Protecall and its entities.

Section 2. Notifications

In the Request for Quote, Buyer must disclose all potentially harmful, corrosive, acidic, or abnormal environmental and other conditions to which the coil or treated surfaces will be exposed. Failure to do so will result in this Limited Warranty being void. 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 Protecall recommendations using only approved chemicals and methods. In cases of defrost cycles, heat pump temperature cycles, or temperatures below -40°C/-40°F and over 120°C/250°F, the Limited Warranty is only valid after approval in writing by Protecall.

Section 3. Environmental Considerations and Maintenance

Warranty protection requires monthly cleaning when 3/4 mile or less from the coast or any other corrosive environments. Quarterly cleaning required for all other locations. A completed log of the regularly scheduled cleaning performed must be provided, or this Limited Warranty will be void. The Limited Warranty will be void if: (a) 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 Protecall prior to any coating or application being applied; (b) Buyer does not adhere to the provided maintenance instructions. This Limited Warranty is valid only if: (a) The coil is constructed of aluminum or copper fins over aluminum or copper tubing; (b) Protecall has been paid in full for all products/services; (c) Protecall coating registration plate, tag or sticker has not been removed, destroyed, or rendered illegible; (d) Coils and treated surfaces are properly cleaned on a three (3) month *minimum* cycle in accordance with the Post Inspection, Cleaning & Maintenance Procedures recommended by Protecall to Buyer found at www.protecall.com/coatingcare using only Protecall-approved cleaning materials, and only if Buyer keeps complete and accurate documentation of its inspection and cleaning procedures; (e) The exposure conditions of the coil or treated surfaces have at no time exceeded the limitations set forth in the resistance list; and (f) Coatings have not been subject to UV lights.

Section 4. Damage During Transit or Installation

After Protecall's initial application of the protective coating, treated surfaces damaged in transit or during installation by freight handlers or contractors not affiliated with Protecall, must be brought to the immediate attention of Protecall. At such time the coating may be repaired at the cost of the Buyer. Failure to notify Protecall to repair the damaged coating will result in the initial Limited Warranty being void. New coils on site are defined as coils that have been (a) Installed for no more than three (3) months and (b) showing no fin or coil corrosion.



Section 5. Inspection & Testing

Written notice of any damaged coating or inadequate application must be given to Protecall within seven (7) days of detection. If written notice is not given to Protecall within seven (7) days of detection and/or access to examine the coil or treated surface is denied to Protecall or its appointed representative, any claim for breach of this warranty shall be deemed to have been waived, and Protecall shall have no liability under this warranty. Free access shall be given to Protecall or its appointed representative for the purpose of inspection, testing, and/or field repair of any corrosion resistant coating. Protecall reserves the right to collect a coil sample to be sent to a laboratory of Protecall's choice in the event of actual or alleged product failure for investigatory purposes. In the event of a dispute regarding the cause of any coil irregularity or failure due to coil coating, an electron microscope analysis will be conducted by an independent laboratory of Protecall's choice, and the results of such analysis will be binding on Protecall and Buyer.

Section 6. Warranty Service

If the coating is determined to be defective and Buyer notifies Protecall within the five (5) year warranty period of a defective coating and the Buyer has complied with written notice, maintenance and/or cleaning records, and all other requirements set forth within the details of this Limited Warranty, and Protecall agrees that such coating is defective, Protecall (at its sole option) may (a) Repair the defect; (b) Provide coating at no charge on a new replacement coil provided by Buyer; or (c) Refund to Buyer the cost of coating as follows: (a) Within the first three (3) years of the Limited Warranty period the refund will equal the original purchase price paid for coating (b) After this three (3) year period has elapsed, any refunds will be issued at a prorated amount: Number of months remaining in the sixty (60) month Limited Warranty. Protecall has sole discretion in determining and implementing the repair of any covered coil or treated surface. Any such warrantable repair will be performed with reasonable promptness.

Section 7. Exclusions

This Limited Warranty does not cover material and/or labor costs for the following: (a) Any replacement coil or unit; (b) Labor to remove or replace a coil or unit; (c) Freight costs of the replacement coil or unit; (d) Refrigerant loss or recovery, recharging costs, or any other incidental expense related to the failure. This limited warranty does not cover: (a) Manufacturing defects of the coil/fin assembly or unit; (b) Damage originating internally, such as from corrosive liquids or gasses inside the system; (c) Damage from any other intentional, accidental, physical or mechanical act or act of nature, wind driven sand, misuse, neglect, intentional abuse, negligent or improper maintenance, acts of war and/or acts of vandalism which compromises the integrity of the surface treatment/coating applied for external corrosion protection; (d) Refrigerant leakage at solder joints or rupture of tubing; (e) Damage from improper cleaning methods such as the use of wire brushes, unauthorized chemicals or cleaners, or other abrasive actions or products; (f) Coating failure due to improper installation of the coil or unit; (g) Failure of any existing underlying paint/coating previously applied to the substrate, or (h) 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. In no event shall Protecall be liable to Buyer or their customers for any incidental, special or consequential damages, loss of anticipated profits or other economic loss arising for any reason whatsoever.

Section 8.

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 Protecall 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 States of Pennsylvania, California, and Florida without regard to its conflicts of law's provisions, any borrowing statute, or the conflicts of law's provisions of any other state. The above Limited Warranty terms shall be in lieu of all other warranties, expressed or implied including any implied warranty of merchantability or fitness for a particular purpose or use, and all such other warranties are expressly disclaimed, excluded, and denied. This Limited Warranty constitutes Buyers sole remedy.