

# WARRANTY DISCLAIMER FOR PRODUCTS OF RTI TECHNOLOGIES, INC.

## 1. RTI'S WARRANTY

This is to certify that RTI Technologies, Inc. (RTI) warrants to the first retail purchaser only, the described new product manufactured by it to be free from defects in materials and workmanship, when properly maintained, **under normal use and service for a period of ONE YEAR**. All spare parts supplied by RTI will have a 90 day warranty. This warranty includes the reasonable cost of parts and materials as well as non-overtime labor. RTI shall be the sole judge of whether failure is warrantable.

## 2. PURCHASER'S REMEDY

**Purchaser's sole and exclusive remedy under this warranty shall be limited to the repair or replacement, at RTI's option, of any defective part of the product. Purchaser shall call RTI Technical Support who will assist Purchaser in diagnosing the problem and, if deemed necessary, will immediately ship replacement parts for installation by Purchaser if so requested. If Purchaser requests Factory service, repairs under this warranty shall only be made at a location designated by RTI.**

## 3. DURATION

This warranty will expire one year from date of delivery to the first retail purchaser.

## 4. PURCHASER'S DUTIES

- (a) Register product with RTI by returning completed Warranty Registration within 90 days of delivery of unit.
- (b) Transportation Expense: Transportation expenses to and from the RTI's facility are to be borne by the Purchaser.
- (c) Notice of breach: Purchaser shall give written notice to RTI of any alleged refusal or failure of RTI to repair or replace as promised by this warranty no later than fifteen days after the Purchaser learns of such alleged failure or refusal.

## 5. DISCLAIMER

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. NO IMPLIED WARRANTY OF MERCHANTABILITY IS MADE AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

## 6. EXCLUSIONS

The warranty and obligations stated here shall not apply to:

- (a) Any product not registered within 90 days of delivery.
- (b) Any product repaired or altered without prior approval of RTI so as to affect adversely its stability or reliability.
- (c) Any product subjected to misuse, abuse or accident as well as products used in a manner contrary to written instructions or normal operating procedure.
- (d) Any damage to product during original shipment or subsequent shipments to RTI's facility for service.
- (e) Portions of products which are subject to warranties, if any, given by their manufacturers. RTI does not adopt these warranties.

## 6. EXCLUSIONS (Continued)

- (f) Parts, accessories or other items manufactured by others which are used or installed on the product as a result of Purchaser's specifications.
- (g) Used items furnished by the Purchaser for installation on the product.
- (h) Items which are not defective, but must be replaced during the warranty period as a result of fair wear and tear or scheduled maintenance.
- (i) Hoses, field service couplings, adapters, gaskets and O-rings carry a ninety day warranty.
- (j) Filters, vacuum pump oil and compressor oil are considered consumables and are not covered by any warranty.
- (k) The Warranty may be considered void if evidence of any refrigerant system sealer is found in any of the internal components of an RTI recovery/recycling machine.
- (l) Refrigerant loss is not covered. The Purchaser is responsible for detecting system leaks and advising RTI of same if warrantable repair is required.
- (m) Calibration of equipment, having integrated solid-state controls and load cells for weighing fluids, is not covered beyond the initial setup and commissioning of the equipment. The requirement for calibration of load cell controls is considered normal maintenance and is dependent on many factors, the main one being the care taken when moving the equipment about the shop.

## 7. EXCLUSION OF LOST PROFITS AND OTHER CONSEQUENTIAL DAMAGES

RTI will have no liability for any lost profit, cargo loss, usage loss or other consequential damages alleged to have been caused by any defect in the product or any failure of RTI to meet any obligation under this agreement including the obligation to repair and replace set forth in Paragraph 2.

## 8. LIMITATIONS OF ACTIONS

No action for breach of this warranty shall commence more than one year after the accrual of the cause of action.

## 9. MERGER

This written warranty is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the goods and any and all warranties and representations, except warranty extensions, if any, in writing as applicable.

## 10. NO ORAL MODIFICATIONS OR WAIVERS

No modification of this warranty or waiver of its terms shall be binding on either party unless approved in writing by an authorized official of the parties.

## 11. GOVERNING LAW

This warranty and the rights and duties of the parties under this warranty shall be governed by the law of Pennsylvania, the state of the RTI's principle place of business.



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