



2020 PREMIER HVAC UNIT COATING SERVICES LIMITED WARRANTY TERMS & CONDITIONS

DEFINITIONS: (1) "Product" shall be defined as Premier Coating Products applied by Bebco Environmental Controls Corporation (herein after referred to as "Bebco"), which are identified on the HVAC Units to which they are applied with Bebco Job Numbers and Application Dates on a Bebco Premier HVAC Unit Coating Services Cleaning Instruction Label. (2) "Purchaser" shall be defined as the entity that issues a Purchase Order to Bebco for Product which may act as the Client, or transfer HVAC Units protected by the Product to an Integrator or a Client. (3) "Client" shall be defined as the end user who assumes ownership of said HVAC Units protected by the Product at the final point of installation and use.

SPECIAL ADVISEMENTS: Limited Warranty terms will apply as specified below. In order to maximize the available benefits under this limited warranty, the Purchaser and Client should read it in its entirety. All service to Product covered under this limited warranty must be made by Bebco certified coating applicators or by a Bebco authorized coating application contractor.

WARRANTY CONDITIONS: Subject to all terms and conditions herein, Bebco extends a limited warranty against manufacturing defects and workmanship for all Product that is applied and furnished to the Purchaser and/or Client in complete accordance with the applicable coating product manufacturer preparation and application instructions.

WARRANTY TERM: The Limited Warranty period for Product is effective for Five (5) Years from date of application.

WARRANTY EXTENSIONS: An extended warranty shall extend the effective warranty based on the terms and conditions as negotiated at time of purchase. The purchase of on-site coating inspection and maintenance from Bebco certified coating applicators and/or Bebco authorized coating application contractors shall be required for any extended warranty period and must be separately purchased at time of original coating application to be applicable.

TERM LIMITATION: The repair of Product shall not extend the effective warranty period. The warranty period for any supplemental application or restoration of Product under this limited warranty shall therefore be applicable only during the warranty period remaining under the effective Product Warranty.

WARRANTY COVERAGE: This Limited Warranty covers all necessary cleaning, Product re-application and labor during the first Five (5) Years under the conditions that the unit is maintained in strict accordance with Bebco Premier HVAC Unit Coating Services Cleaning Instruction Label, except in highly corrosive areas as further prescribed under the Non-Warranty Services Section below. Under this warranty term, the warranty shall be effective to resolve any validated defect of the Product and is provided exclusively for the Client at the original site of installation. Warranty is transferable from Purchaser to Client and shall be in full effect and force during any hold over, commissioning or factory acceptance testing of an HVAC Unit which features the applied Product, regardless of whether the HVAC Unit is operational or at installation site, except according to terms stated below under Non-Warranty Services and Registration Requirements.

WARRANTY REPAIR SERVICES: Bebco may request proof of item or unit maintenance in accordance with Bebco Premier HVAC Unit Coating Services Cleaning Instruction Label, in order to provide Product repair, maintenance or service under this limited warranty. As Bebco's only responsibility and as Purchaser's and/or Client's only remedy under this limited warranty, Bebco will furnish all necessary labor and/or repair Product in accordance with Warranty Coverage Terms above, whether provided by Bebco certified coating applicators or Bebco authorized coating application contractors, without charge for the labor and/or repair for any Product that fails due to a manufacturing defect under normal use and maintenance. If matching Product is not available at time of warranty service, Bebco may, at its option and sole discretion, provide a suitable substitute Product. If Client selects Product repair at the Bebco factory, the client shall be responsible for freight to Bebco, and Bebco shall be responsible for cost of standard non-expedited freight back to client, whereas client shall pay the difference for expedited freight if requested.

NON-WARRANTY SERVICES: All non-warranted coating applications provided and/or non-warranted services incurred during a warranty serviced event at the request of the Purchaser or Client shall be provided at Purchaser's or Client's sole cost and expense. Bebco reserves the right to require a Purchase Order from the Purchaser or Client prior to accommodating any non-warranty services, and will require binding estimates for services from all Bebco certified contractors where and when possible or required.

Non-Warranty Services, for the purposes of segregation from Warranty Services shall include repairs to the Bebco Premier HVAC Unit Coating that are required due to a lack of or failure to perform routine inspection and maintenance of the Bebco Premier HVAC Unit Coating as prescribed above under the Warranty Coverage Section and/or for repairs of the Bebco Premier HVAC Unit Coating in highly corrosive areas, including both offshore and on-shore facilities with know concentrations of highly corrosive environments in or around the Bebco units featuring the Bebco Premier HVAC Unit Coating.

SAFETY CERTIFICATIONS, TRADE CERTIFICATIONS & INSURANCE: Bebcos certified coating applicators and Bebcos authorized coating application contractors may or may not possess all required safety or trade certifications and insurance necessary to conduct work at a particular location, and herein makes no guarantee that all applicable safety or trade certifications are attainable. Bebcos may have the capability to obtain required certifications and insurance at the Client's expense or may elect to act as an onsite consultant to the Client's preferred technicians.

Bebcos certified coating applicators and Bebcos authorized coating application contractors will only be authorized to assist the Client's preferred technicians in a verbal manner to perform any troubleshooting, maintenance, or repairs to any HVAC Units which may be damaged as a result of Product failure. If the Client prefers Bebcos or Bebcos authorized coating application contractors to obtain certain certifications or insurance, Bebcos reserves the right to determine if attainment is possible, and if so may require the Client to pre-approve reimbursement for all associated expenses, including the cost of special insurance and/or the time required for the technician(s) to obtain required training or certification(s) including any associated with lodging and/or travel related expenses to obtain required training or certification(s), regardless of whether required certifications are or are not attainable.

SPECIAL SAFETY EQUIPMENT AND TOOLS: Bebcos certified coating applicators and Bebcos authorized coating application contractors are fitted with basic PPE, including hard hats, safety glasses, and steel-toe boots. The Client shall be required to furnish any special PPE required to perform work at a specific location. The Client may also be required to provide special tools or equipment for Bebcos certified coating applicators or Bebcos authorized coating application contractors to perform work safely and efficiently. These tools may include but are not limited to filtered respirators, supplied air or self-contained breathing apparatus (SCBA), non-sparking hydraulic or pneumatic tools, ladders, scaffolds, man-lifts and crane equipment.

PRODUCT ACCESS: Full access to the Product, as Bebcos deems is necessary from any applicable side of an HVAC Unit must be provided by Client, to include but not be limited to the provision of scaffolds or man-lifts, if essential.

REQUIRED WORKING CONDITIONS: Bebcos certified coating applicators and Bebcos authorized coating application contractors are strictly required to obey all site safety rules and regulations and shall perform all work in the safest manner possible. Bebcos certified coating applicators and Bebcos authorized coating application contractors are therefore directed by Bebcos to require direct communications with duly authorized members of the site safety team to ensure that necessary "hot-work" permits are obtained and maintained during all inspection, maintenance, and Product repair procedures, and that proper lock-out tag out power removal procedures are performed at all necessary times to ensure the safety of all technicians, operators and others who may dwell in close proximity to any inspection, maintenance or Product repair procedures.

REGISTRATION REQUIREMENTS: Product must be properly registered by the Purchaser on behalf of Client or by Client within Ninety (90) Days of the Bebcos Factory shipment date (the Warranty Commencement Date) to receive these Limited Warranty Terms. If Purchaser on behalf of Client, or Client does not register within this stated time period, the Limited Warranty Terms may not apply at the sole discretion of Bebcos. Registration can be accomplished by completion of an On-Line Product Registration Form, or by calling 1 (844) EXP-HVAC (397-4882) and asking to speak with a duly authorized Bebcos Environmental Controls Corporation Customer Service Associate, or by requesting, completing and returning a registration form by e-mailing register@exphvac.com. Warranty Registration will not be considered valid until complete information, including the registrant's full name, company name, primary company address, installation site physical address (if different from primary address), e-mail address, phone number, the Product Application Job Number as stated on the Bebcos Premier HVAC Unit Coating Services Cleaning Instruction Label, the HVAC Unit location within the Client's facility and HVAC Unit installation date are provided. Confirmation of registration will be provided to the registrant by e-mail.

ELIGIBILITY: Compliance with the following terms and conditions is required for the Client to receive obligation free inspection, maintenance and repair services for the Product covered under this limited warranty:

- HVAC Units protected by the Product must remain at final installation site during entire warranty period, unless portable with prior knowledge of Bebcos.
- HVAC Units protected by the Product must be properly installed and maintained by a licensed HVAC service provider in complete accordance with all instructions on the Bebcos Premier HVAC Unit Coating Services Cleaning Instruction Label as related specifically to the maintenance of the Product.
- Upon request, Client must provide maintenance records prior to warranty service commencement.

EXCLUSIONS: This Limited Warranty does not cover certain costs including but not limited to the costs of transportation, travel time, lodging, incidental meals and/or service labor, including but not limited to any and all associated costs for diagnostic calls or the removal and reinstallation of Product and/or Product parts, after which it is determined at the sole discretion of Bebcos, any of the following issues contributed to any degree of Product failure:

- Any damaged in any manner or degree to the Product which is due to any mechanical force or exposure to splashing or sprayed acids, hot grease or oil, and any form of diluted or concentrated corrosive chemicals.

- Failures, defects, or damage to the Product caused by (1) any third-party service maintenance or repair of the HVAC Unit that damages or removes any portion of the Product; (2) modification, alteration, abuse, misuse, negligence, or accidental damage to the integrity or finish of the Product; (3) failure to maintain Product in complete accordance with instructions provided on the Bebcos Premier HVAC Unit Coating Services Cleaning Instruction Label, including but not limited to prolonged exposure of the Product to a corrosive atmosphere without fully documented and routine cleaning as prescribed; (4) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any terrorist activities, thefts, riots or other forms of destructive behavior by others; or (5) installation in any environment where prolonged contact with or exposure to highly corrosive liquids or atomized liquid spray containing substances such as, but not limited to, hydrochloric nitric or sulfuric acid, sodium hydroxide, or other substances, chemicals or chemical compounds known to damage or degrade the Product, galvanized metal, copper or aluminum during any portion of the entire warranty period.
- The relocation or transfer of the HVAC Unit from the Client to any other entity at any time during the warranty period, without the prior knowledge and written consent of Bebcos including, but not limited to, all forms of ownership transfer without Bebcos knowledge.
- Any damage, removal, defacing, deterioration or degradation of the Product due to excessive or improper cleaning procedures, including the use of excessive water pressure, acidic cleaners, rough brushes, coil combs and any other form or type of abuse incurred by a failure to adhere to the specific instructions for Product cleaning, as prescribed by the Bebcos Premier HVAC Unit Coating Services Cleaning Instruction Label.
- The deterioration or failure of HVAC Unit components not affected by performance of the Product, including but not limited to air filters, dryers, motors, fan blades, compressors, electrical devices, refrigerant, refrigerant tubing and wiring.
- Increased utility usage costs, normal wear and deterioration of the Product or any form of insect or animal damage.
- Any removal, defacing or damage to the Product incurred during transportation, installation or operation, to the extent that resulting damage to the HVAC Unit's protected surfaces is caused or made worse by the failure of anyone other than Bebcos certified coating applicators and Bebcos authorized coating application contractors to render proper non-warranted repairs to the Product in accordance with the requirements of this warranty.
- Catastrophic failure of any major refrigerant system component, including but not limited to coils, tubing or compressors, or the repair or replacement cost thereof due to Purchaser's or Client's failure to take timely action to minimize loss or damage to the affected HVAC Unit component(s) due to Product failure and/or to provide Bebcos with timely written notice of Product defects and an opportunity to correct Product failure.

SPECIAL WARRANTY & HVAC UNIT DAMAGE WAIVER & EXCLUSION: During the course of product application, it may be essential to disconnect wiring to devices such as, but not limited to compressors, pressure sensors, fan motors and other electrical devices within an HVAC Unit, in order to remove mechanical barriers that impair complete coating of all HVAC Unit elements to be protected by the Product. While Bebcos makes every possible effort to fully identify and properly reconnect all wiring that may be disconnected during the course of product application, Bebcos assumes no risk nor accepts any liability for the proper reconnection of said wiring, and cannot warrant that wiring as reconnected was properly installed by the original HVAC Unit Manufacturer. By contractual acceptance of Bebcos HVAC unit coating services, it is therefore the sole responsibility of installers or contractors working on behalf of the Purchaser or Client to verify that all wiring is properly connected, BEFORE applying power to the HVAC Unit.

LEGAL LIMITATIONS: No action arising out of any claimed breach of this Limited Warranty may be brought by a Purchaser or Client more than one (1) year after the cause of action has arisen.

ARBITRATION: By acceptance of these Limited Warranty Terms and Conditions, Client herein agrees they shall promptly contact a Bebcos Customer Service Representative regarding disputes involving this Limited Warranty. If discussions between the parties do not resolve disputes, either party may, upon written notice to the other party, submit such dispute to arbitration. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The decision of the arbitrator shall be final, conclusive, and binding upon both parties. The expense of arbitration shall be shared equally, each party bearing its own legal fees.

LEGAL TERMS: THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. BEBCOS DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT.

DAMAGES: NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, BEBCOS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

WARRANTY TERM LIMITATION: The terms of this Limited Warranty are applicable only to Product sold during the period of this Limited Warranty's effective period herein stated and titled as the calendar year of 2020, which is subject to change without notice. No applicability of this Limited Warranty is therefore either implied or binding against Products manufactured or sold by Bebcos before or after the effective period of this particular Limited Warranty.