



**Brentwood Products for Cooling Tower Applications
One (1) Year Limited Express Warranty**

WARRANTY (“Warranty”): Unless agreed otherwise, in writing, between Brentwood Industries, Inc. (“Brentwood”) and Purchaser, Brentwood warrants its **Cooling Tower Products (including its AccuPac® products for cooling tower applications and other cooling tower products it supplies as outlined on Brentwood’s website; hereinafter collectively referred to as the “Product”)** against defects in materials and workmanship that affect the performance for which it was intended. Warranty coverage is contingent upon proper installation, use and maintenance under ordinary conditions, consistent with the approved design criteria, as well as compliance with Brentwood’s Warranty claim procedure. The Warranty period shall be limited to twelve (12) months beginning upon date of tower start-up, if applicable, or thirty (30) days after Product shipment date, whichever occurs first. The terms of this Warranty shall only be modified through written agreement by an authorized Brentwood employee.

REMEDY AND EXCLUSIONS: The remedy for a covered defect during the Warranty period shall be limited, at Brentwood’s option, to Product repair or replacement including shipping costs. The remedy excludes costs of labor, removal of non-conforming Product, and expenses related to installation of the replacement Product. The Warranty is limited to factory-assembled Product and does not cover fill sheets or packs assembled by others. In no event will Brentwood be obligated to pay costs, damages or other amounts, in total, exceeding the original price paid to Brentwood for the Product. Brentwood shall not warrant Product nor be liable to the Purchaser or any third party for any damage caused by non-compliance with any of the foregoing conditions or, without limitation, any of the following:

- i) excessive temperatures where the:
 - a. PVC fill water temperatures exceeded 140°F (120°F in crossflow applications);
 - b. HPVC fill water temperatures exceeded 150°F (130°F in crossflow applications);
 - c. PP fill water temperatures exceeded 175°F (150°F in crossflow applications);
 - d. SS fill water temperatures exceeded 500°F;
 - e. PVC drift eliminators’ air temperatures exceeded 115°F;
 - f. HPVC drift eliminators’ air temperatures exceeded 125°F; or
 - g. PP drift eliminators’ air temperatures exceeded 150° (145° in crossflow applications);
- ii) use of bottom supports not meeting Brentwood’s guidelines;
- iii) use of improper material thickness;
- iv) use of chain saws for field trimming of packs;
- v) nozzle blowout or improper water distribution;
- vi) excessive UV degradation, except where UV protected compounds are purchased;
- vii) attack due to abnormal chemical constituents in the cooling water that would degrade the PVC material (i.e. MEK, acetone, etc.);
- viii) damage due to excessive ice loading or freezing;
- ix) damage due to impact from ice or other debris;
- x) damage during shipping;
- xi) damage due to excessive loads not normally found in cooling towers (biomass, silt, algae, etc.);

- xii) abnormal contaminants detrimental to the Product or damages due to pollutants, solvents, or other hazardous substances;
- xiii) improper/rough handling during installation, improper installation and improper or unintended use;
- xiv) abuse or neglect; and
- xv) acts of god.

THE TERMS OF THIS WARRANTY ARE THE SOLE AND EXCLUSIVE OBLIGATION OF BRENTWOOD TO PURCHASER OR ANY THIRD PARTY. UNDER NO CIRCUMSTANCE SHALL BRENTWOOD BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES OR ANY OTHER LOSS, COST, OR EXPENSE OTHER THAN SPECIFICALLY STATED IN THIS WARRANTY. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE HEREIN, BRENTWOOD EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, WITH RESPECT TO ANY SERVICE OR DELIVERABLE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES WHICH MAY ARISE FROM PRIOR COURSE OF DEALING, CUSTOM, TRADE USAGE, PROVISION OF SAMPLES, PRODUCT LITERATURE OR WEBSITE CONTENT.

CLAIM PROCEDURE:

- 1) Notification: Warranty claims must be submitted to Brentwood within fifteen (15) days of discovering facts upon which such claim is based. Claims must be accompanied by an original Warranty certification or proof of purchase, detailed explanation of claim and damages, any relevant work logs/repair orders, and pictorial documentation of the claimed defect. Brentwood reserves the right to investigate all claims and request additional information. Claims shall be emailed to coolingtower@brentwoodindustries.com or mailed to: Brentwood Industries, Inc., Attn: Warranty Claims-Cooling Tower, 500 Spring Ridge Drive, Reading, PA 19610. Claims shall be waived if they are not received in writing nor within the aforementioned Warranty period.
- 2) Dispute Resolution: Brentwood shall, in its sole opinion, have the authority to judge the existence and extent of any alleged defect. In the event Brentwood denies a Warranty claim, the claimant has ten (10) days to supply additional data in support of its claim. If a second denial is made by Brentwood, or a resolution cannot otherwise be reached amongst the parties, both Brentwood and Purchaser agree upon and preserve the right to pursue impartial mediation/arbitration under the Pennsylvania Uniform Arbitration Act, Pa. Stat. §7301-7320, subchapter A, as the means of dispute resolution. Mediation/arbitration shall take place in Reading, Berks County, in the Commonwealth of Pennsylvania. Costs of mediation/arbitration (excluding attorneys' fees and travel/individual related expenses which shall be borne by the party incurring the costs/expenses) shall be divided equally between Brentwood and Purchaser.

COMPLETE AGREEMENT: This Warranty incorporates and shall be interpreted along with Brentwood's Standard Terms and Conditions, in their entirety; however, in the event of conflict between the two, the terms of this Warranty shall supersede the Standard Terms and Conditions. Brentwood reserves the right to modify or discontinue offering this Warranty at any time.