

HAWAII COATING LLC

COIL GUARD STANDARD WARRANTY

WHAT IS THE HAWAII COATING COIL GUARD CONDITIONAL WARRANTY?

HAWAII COATING warrants that HAWAII COATING Coil Guard when applied in its correct form and following all of the application and maintenance procedures will withstand exposure to the chemicals and elements at concentrations as listed in its resistance list for a minimum of three (3) years from the date of application.

HAWAII COATING warrants that if any defects are found and can be attributed to a Coil Guard defect, defect in the recommended application procedure or defect in the recommended maintenance procedure or any other defect that is in the direct control of HAWAII COATING LLC., then the coil coating will be repaired or replaced at no cost to the end user or customer, providing that the terms of the warranty document are met with regards to registration, location and access.

COIL GUARD STANDARD LIMITED WARRANTY

HAWAII COATING Coil Guard is resistant to various agents and particles and have been tested in laboratory conditions. This limited warranty is based on the results of these tests.

Resistance is expressed in terms of vapors and not fluids. Values are based on average vaporized concentrations during the period of the warranty. Exposure to fluids, cleaning agents, chemicals not listed, process fluids or any other substance not specifically stated are not covered under this warranty without the prior express written consent of HAWAII COATING LLC.

Full resistance list is available from any authorized HAWAII COATING distributor

SCOPE

Subject to the terms and conditions, limitations and exclusions of this warranty, the HAWAII COATING Coil Guard system will be free of defects for the period of three years, if used only for purposes approved by HAWAII COATING. HAWAII COATING warrants, that the materials herein are meeting HAWAII COATING product specifications.

Under this Warranty, HAWAII COATING will repair, at no cost, all HAWAII COATING Coil Guard coatings found to be defective within three (3) years from delivery month mentioned on the HAWAII COATING sticker. It is the specific responsibility of the user of the installation to notify HAWAII COATING, and request, prior to installation, the terms as described hereunder. It is the specific responsibility of the customer not to accept a HAWAII COATING treatment without a warranty sticker. If no sticker is present the warranty will be void.

Warranty conditions in other exposure conditions (HAWAII COATING resistance list), or to other heat exchangers than copper tubed aluminum finned condensers are only valid if approved by HAWAII COATING in writing. This may concern different project specifications or other heat exchangers than Copper Aluminum Condensing Coils.

In PACIFIC exposure conditions monthly maintenance according to the maintenance conditions described in the according document is required to maintain the warranty terms. It is the specific duty of the customer to maintain a maintenance administration and to request the maintenance procedures by HAWAII COATING

TERMS AND CONDITIONS

This warranty is only valid for installations within the USA. No warranties outside the USA are provided for in this warranty. Other warranties are available by contacting HAWAII COATING Inc. and requesting terms and conditions of specific regions.

This warranty is provided by *HAWAII COATING LLC.*, who is solely responsible for it. This warranty states that *HAWAII COATING LLC.*, will reapply or repair any HAWAII COATING Coil Guard coating found to be defective in its stated duties within three (3) years from its application date as listed on the duly completed and recorded "Warranty Registration report"

HAWAII COATING Inc. will determine the action to be taken and may, at its own discretion, have this work performed by any authorized HAWAII COATING distributor.

It is the responsibility of the purchaser of any HAWAII COATING product to obtain a copy of these warranty terms and conditions.

This warranty is only valid if/to:

1. HAWAII COATING Coil Guard coating on the heat exchanging surface constructed of aluminum fins over copper or aluminum tubing.
2. HAWAII COATING has applied the coating. The application of the HAWAII COATING product has been done in accordance with the set protocols as specified by HAWAII COATING LLC., and carried out by an authorized, trained and certified HAWAII COATING distributor.
3. Information provided at the sole discretion of HAWAII COATING concerning the exposure conditions is accurate and complete. The exposure conditions do not exceed the maximum accepted concentration values as listed chemicals in the resistance list for the particular product used.
4. The exposure conditions do not exceed the maximum accepted concentration values as listed chemicals in the resistance list for the particular product used.
5. For all maintenance activities mild detergents only are used.
6. Inspections and maintenance have been performed as per the requirements for the particular product. It is the responsibility of the purchaser of any HAWAII COATING product to familiarize themselves with these requirements. These can be found on the web site.
7. Regular inspection / maintenance conditions meet the HAWAII COATING specifications. If during the three years any pressure drop or capacity problem occurs due to pollution of the coil, the cleaning activity by HAWAII COATING will be charged at the regular market prices as it is considered to be non-regular maintenance. This maintenance must be executed by HAWAII COATING otherwise the warranty will be void.
8. The owner gives notice of failure of the HAWAII COATING material to HAWAII COATING in writing seven (7) days after discovery of the failure. An inspection of the coils is required each month. After providing such notice, customer shall allow HAWAII COATING Applicator or its representative free access to the installation site for inspection and sampling of fin material or air sampling and taking pictures of the damage, at their earliest convenience. If notice is not given within such seven (7) day period, any claim for breach of this warranty shall be conclusively deemed to have been waived, and HAWAII COATING shall have NO LIABILITY under this Warranty.
9. In the event of a coil coating failure, a sample of the damaged coil will be taken to resolve any dispute. An independent laboratory will conduct tests. The independent analyses do not conclude exceeded concentrations of particles listed in the resistance list. The warranty holder accepts the conclusion of this report unconditionally and consequently the possible denial of the warranty claim. HAWAII COATING will charge the costs of the analyses and coil inspection to the warranty holder. HAWAII COATING has the right to appoint an independent laboratory at its sole discretion.
10. The warranty claim will not change the expiration date of the warranty.
11. HAWAII COATING warranty sticker is attached. The warranty shall be voided if the HAWAII COATING sticker/tag has been removed, destroyed or rendered ineligible.
12. The HAWAII COATING warranty registration document has been duly completed and logged with HAWAII COATING LLC. and a warranty registration number has been issued.
13. Any service performed during this warranty period will not extend the warranty beyond its original 3 year period from the application date listed on the warranty registration form.
14. Coils damaged in transit or during installation must be brought to the immediate attention of the HAWAII COATING Licensee. At such time the coating will be repaired at the cost of the customer. Failure to repair any damage to the coil will result in the warranty being voided.

These warranty terms are automatically accepted by the customer at sending the purchase order.

LIMITATIONS

Damage : Typically if more than 5% of the HAWAII COATING protective coating has worked loose as a result of demonstrable material defects or application errors and this has led to corrosion of the treated surface. In no way whatsoever HAWAII COATING will be responsible for any consequential or inconsequential damages due to the failure of its product.

Coverage : In event of a claim, the covered costs of rectifying the defect will be for the sole discretion of HAWAII COATING, but limited to:

- Inspection of the damage.
- Renovation of the HAWAII COATING coating system.

Any waiting hours, or other costs not related to the direct execution of the warranty job will be charged for at the warranty holder. HAWAII COATING is not liable for any restrictions following the regulations at the installation site, transport from main local (air) port to the site.

THE ABOVE LIMITED WARRANTY TERMS SHALL BE IN LIEU OF ANY AND/OR ALL OTHER WARRANTIES, AND ALL OTHER SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED OR DENIED. IN NO EVENT SHALL THE HAWAII COATING LICENSEE BE LIABLE TO YOU OR YOUR CUSTOMERS FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS (ANTICIPATED OR ACTUAL) OR ANY OTHER ECONOMIC LOSS ARISING FOR ANY REASON. THIS WARRANTY IS FOR YOUR BENEFIT ONLY AND SHALL NOT BE TRANSFERABLE TO ANY OTHER PARTY.

EXCLUSIONS

This Warranty excludes any events including but not limited to (a) physical damage or abrasion to the Heat Exchanging System caused by animals, flying or falling objects, or natural disasters including but not limited to earthquakes, hailstorms, windstorms, hurricanes, and tornadoes, (b) vandalism, (c) structural movements, (d) defects in the construction of the heat exchanging machine (e) direct contact with hydro-carbons, or any other chemical (solid, liquid, gas, or any other form) that is not listed or that has not been otherwise approved by HAWAII COATING in writing, or (f) non regular cleaning by a non-authorized party, without any prior written consent by HAWAII COATING or (h) damages have occurred during transport to the site or installation (i) damage following serious negligence of the owner (j) all follow up damages to company processes or fines or claims of third parties, (k) damages following poor maintenance or non compliance to maintenance guide lines (l) damages to coils or parts which are not clearly defined under this warranty (m) any other damages to company processes, employees or assets.

Notwithstanding any other provisions of this Warranty, this Warranty shall not become effective until HAWAII COATING has been paid in full for all materials and services.

GENERAL

This Warranty is provided only to the original register of the warranty certificate at the original location of the equipment and cannot be transferred in name or location without the explicit written consent of HAWAII COATING LLC.

The sole and exclusive remedy is the re-application and/or repair of defective coating. There are no other remedies or warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose. HAWAII COATING LLC. and its authorized distributors shall have no liability for any injury, loss or damage (direct, indirect, consequential or however characterized) arising out of the HAWAII COATING products, its application or use, regardless of whether or not the possibility of or the existence of such injury, loss or damage has been communicated to HAWAII COATING LLC. or its authorized distributors.

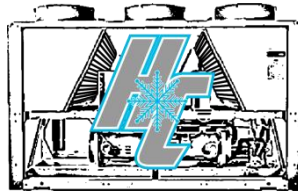
Notice: This warranty gives you specific legal rights and you may have other rights, which vary from state to state. There are no warranties applicable to HAWAII COATING products except as expressly stated herein or as required by applicable state and federal law.

HAWAII COATING Inc. and its authorized distributors will not be responsible for any statements or representations made in any form that go beyond, or are broader than or are inconsistent with this warranty.

INSPECTION & MAINTENANCE REQUIREMENTS

The following are the inspection and maintenance protocols required as part of the terms and conditions of this warranty.

1. The coil should be cleaned and inspected monthly to ensure maximum efficiency of the coil and coating commencing immediately after installation. A monthly maintenance log should be maintained for warranty purposes.
2. The coated coils should be inspected for any damage which may have occurred during transit immediately following installation.
3. The coil should be rinsed with clean, fresh water and washed with a solution of HAWAII COATING Coil Cleaner (a pH neutral cleaner) and water and rinsed thoroughly with clean fresh water using a low-pressure sprayer. This is recommended to be completed throughout the life of the unit to improve operating efficiency and also to maintain and enhance corrosion resistance capability.
4. After each wash, the coil should be inspected for any damage, onset of corrosion or deterioration of the coating. Any damage or corrosion noticed during inspection should be logged and an HAWAII COATING representative notified.



COIL GUARD REGISTRATION
HAWAII COATING LLC
PLEASE TAKE NOTE!

This registration report is to accompany every job completed, the customer/end user needs this document to validate the warranty within (30) days of completion date as listed below.

This section to be completed by applicator:

Equipment Manufacturer	
Model Number	
Serial number	
Customer Name	
Consultant Company	
HAWAII COATING product	
Authorization code	
Applicator code	
Completion Date	

This section to be completed by end user:

End user name	
Equipment located at:	
Address	
City	
State and Zip	

I have read and understand the warranty terms and conditions.	Name.....	Date.....
	Signature.....	

This registration form must be sent to: HAWAII COATING.

96-1272 WAIHONA ST #2

PEARL CITY HI 96782

By e-mailed to: HawaiiCoating@yahoo.com within (30) days of completion date as listed above.

REGISTRATION IS MANDATORY FOR ACTIVATION OF WARRANTY