



## 2018 LIMITED PRODUCT WARRANTY TERMS & CONDITIONS

**DEFINITIONS:** 1) "Product" shall be defined as Model 101A, 101B, 101C, 102, 103, 104, PV and PIAD Products manufactured by Best Purging Systems Corporation (herein after referred to as "BEST"), which are marked with BEST Model and Serial Numbers as applicable. 2) Accessories and Equipment shall be considered as additional items or devices purchased from other manufacturers by BEST, shipped either integrally or separately from Product for installation by others, including but not limited to alarm lights and horns, pressure switches and other similar items. 3) "Purchaser" shall be defined as the entity that issues a Purchase Order to BEST for Product, Accessories and Equipment which may act as or transfer Product to an Integrator or a Client. "Client" shall be defined as the end user who assumes ownership of said items at the final point of installation and use.

**SPECIAL ADVISEMENTS:** Registered Limited Warranty applies if Product is registered by Purchaser or Client within Ninety (90) Days of Product shipment. If Product is not registered within Ninety (90) Days of shipment, Base 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 parts and services provided for Product covered under this limited warranty must be made with BEST furnished or authorized service parts and by BEST Technicians or by a BEST authorized service provider.

**WARRANTY CONDITIONS:** Subject to all terms and conditions herein, BEST extends a limited warranty against manufacturing defects and workmanship for all Product that is installed and operated by the Purchaser and/or Client in complete accordance with all instructions in the BEST Installation, Operation and Maintenance Manual in the United States, Canada and Mexico.

**WARRANTY TERM:** The Base Limited Warranty period for Product is effective for Twelve (12 Months) from date of BEST Factory shipment. Upon proper registration of the Product by the Purchaser or Client within no more than Ninety (90) Days after BEST Factory shipment, a Registered Limited Warranty shall become effective and extend the warranty period to Twenty-Four (24) Months after date of shipment. Regardless of registration, the Commencement Date for either warranty period shall be the date of BEST Factory shipment, or under prior special written agreement at time of Product purchase, no greater than Ninety (90) Days after the BEST Factory shipment date.

**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 site start-up services or site acceptance testing from BEST and/or their authorized service provider under contract to BEST shall alter the warranty Commencement Date of the Basic, Registered or Extended Warranty period to begin on the day after Client Acceptance of site start-up services or site acceptance testing.

**TERM LIMITATION:** The installation of Product replacement parts and/or the provision of any field service or troubleshooting services under this limited warranty shall not extend the effective warranty period. The warranty period for any supplemental installation of Product replacement parts and/or the provision of any field service or troubleshooting services under this limited warranty shall therefore be applicable only during the warranty period remaining under the effective Product Warranty.

**WARRANTY COVERAGE:** The Base Limited Warranty covers all necessary parts and labor during the first Twelve (12) Months or up to Twenty-Four (24) Months after date of shipment if product is registered in accordance with this warranty. Under either warranty term, the warranty shall be effective to resolve any validated defect in parts and/or workmanship and is provided exclusively for the Purchaser during integration and the Client upon delivery to the site of installation and use. 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 Product regardless of whether Product is operational or at installation site, except according to terms stated below under Registration Requirements.

**WARRANTY REPAIR SERVICES:** BEST may request proof of Product purchase and/or installation in order to provide Product parts and service under this limited warranty. As BEST's only responsibility and Purchaser and Client's only remedy under this limited warranty, BEST will furnish all necessary labor and/or replacement parts in accordance with Warranty Coverage Terms above, whether provided by BEST or an authorized service provider acting on BEST's behalf, without charge for the labor and/or parts, to repair any Product that fails due to a manufacturing defect under normal use and maintenance. If a replacement part is not available at time of warranty service, BEST may, at its option and sole discretion, provide a suitable replacement product. If Client selects unit repair at the BEST factory, the client shall be responsible for freight to BEST, and BEST 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 parts 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 or Client's sole cost and expense. BEST 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 BEST certified contractors where and when possible or required.

**SAFETY CERTIFICATIONS, TRADE CERTIFICATIONS & INSURANCE:** BEST certified technicians and 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. BEST 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.

BEST certified technicians and contractors acting in a consulting capacity will only be authorized to assist the Client's preferred technicians in a verbal manner to perform troubleshooting, maintenance, repairs and installation procedures. If the Client prefers BEST technician(s) to obtain certain certifications or insurance, BEST 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 obtained.

**SPECIAL SAFETY EQUIPMENT AND TOOLS:** BEST certified technicians and 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 BEST technicians or 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.

**REQUIRED WORKING CONDITIONS:** BEST certified technicians and contractors are strictly required to obey all site safety rules and regulations and shall perform all work in the safest manner possible. BEST certified technicians and contractors are therefore directed by BEST 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 troubleshooting, maintenance, repairs and installation 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 troubleshooting, maintenance, repairs and installation procedures.

**REGISTRATION REQUIREMENTS:** Product must be properly registered by the Purchaser on behalf of Client or by Client within Ninety (90) Days of the BEST Factory shipment date (the Warranty Commencement Date) to receive the Registered Limited Warranty Terms. If Purchaser on behalf of Client or Client does not register within this stated time period, the Base Limited Warranty Terms shall apply. Registration can be accomplished by completion of an On-Line Product Registration Form, or by calling 1 (844) PURGEIT (787-4348) and asking to speak with a duly authorized Best Purging Systems Corporation Customer Service Associate, or by requesting, completing and returning a registration form by e-mailing register@purgeit.com. Warranty Registration will not be considered valid until complete information, including the registrant's full name, company name, primary company address, e-mail address, phone number, the Product serial number as stated on the Product model identification nameplate, the installation site physical address (if different from primary address), the Product location within the Client's facility and Product 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 repair parts and services for the Product covered under this limited warranty:

- Product must remain at final installation site during entire warranty period, unless portable with prior knowledge of BEST.
- Product must be properly installed, and maintained by a qualified service provider in complete accordance with all instructions in the BEST Installation, Operation and Maintenance Manual, as provided with additional electronic copies available upon request.
- Upon request, Client must provide maintenance records prior to warranty service commencement.
- Upon request, all parts replaced by BEST or their authorized service provider must be returned to BEST.
- All other manufactured products and equipment utilized in conjunction with Product must be 1) part of purge or pressurized enclosure application; or 2) be specifically permitted for use by the BEST Installation, Operation and Maintenance Manual provided with the Product; or 3) be otherwise approved in writing by a duly authorized BEST representative.

**EXCLUSIONS:** This Limited Warranty does not cover certain items or events including but not limited to the costs of transportation, travel time, lodging, incidental meals and/or parts and 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, where after it is determined at the sole discretion of BEST, any of the following issues contributed to any requirement for Product diagnostics, repair parts and services:

- Any defective Accessory or Equipment as defined above. In this instance, said item shall be considered subject to the terms and conditions of the effective manufacturer's warranty, whereas BEST will provide reasonable assistance on behalf of the Purchaser and/or Client to obtain remedies in accordance with the original manufacturer's requirements during the effective warranty term.

- Any element or portion of the protected enclosure(s) that are damaged or deformed by excessive pressure of the protective gas supply, unless the protective gas supply is pre-regulated with a BEST Model RR redundant regulator and/or the protected enclosure is fitted with a BEST Model PV spark arresting purge vent.
- Failures, defects, or damage (including, but not limited to any loss of property) caused by (1) any third-party product, service, or system connected or used in conjunction with the Product; (2) any use, including but not limited to under-sizing or oversizing, or that Product is not designed or intended for; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) failure to store, install, operate or maintain Product in complete accordance with BEST Installation, Operation and Maintenance Manual, and applicable requirements of the National Fire Protection Association, the Occupational Safety & Health Administration and the International Building Code, including but not limited to prolonged operation of Product electrical equipment at voltages, crossed or wrong phases or ampacities other than within ranges specified on the Product Model ID Nameplate; (5) 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 (6) installation in an extremely dusty or corrosive atmosphere or prolonged contact with highly corrosive materials such as, but not limited to, chlorine, fluorine, salt, salt spray, sulfur, recycled waste water, urine, fertilizers, rust, or other substances or chemicals known to damage or degrade copper, aluminum, steel and/or stainless steel, and/or (7) installation within one-half (1/2) mile from a marine coast, unless these corrosive chemical exposures and/or coastal installation conditions were made known to BEST by Purchaser at or before time of purchase and Purchaser elected to purchase custom product features from BEST to sufficiently protect the Product during the entire warranty period. • The relocation or transfer of Product from the Client to any other entity at any time during the warranty period, without the prior knowledge and written consent of BEST including, but not limited to all forms of ownership transfer without BEST's knowledge.
- Any damage incurred during transportation, installation or operation, to the extent it is caused or made worse by the failure of anyone other than BEST or their authorized service contractors to comply with the requirements of this warranty.
- Failure of Purchaser or Client to take timely action to minimize loss or damage to Product or give BEST timely notice of defects.

**PROTECTIVE GAS SUPPLY & REGULATOR FILTER MAINTENANCE POLICY:** (1) BEST requires the use of clean instrument air or inert gas containing no more than trace amounts of corrosive or flammable gases or vapors. Any BEST Products operated with a protective gas supply that does not meet these requirements will not be covered by the terms and conditions of this limited warranty. (2) Product may include a liquid filter bowl and element. The bowl must be drained as required upon any accumulation of moisture and the filter element must be replaced upon any significant degree of contamination. Failure to maintain such Product in the manner herein prescribed shall at the sole discretion of BEST render this warranty null and void.

**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 BEST 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. BEST 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, BEST 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 2018, 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 BEST before or after the effective period of this particular Limited Warranty.