

ADSIL HVAC/R CONDENSER COIL 3 YEAR LIMITED WARRANTY

Warranty Holder: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: ____/____/____ Email: _____	Certified Installer Signature: _____ Business Name: _____ Adsil Certification #: _____ Job Date: ____/____/____ Model #: _____ Serial #: _____
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Subject to the terms and conditions, limitations and exclusions of this limited warranty, Adsil, Inc. warrants that its product MicroGuard® AD35 HVAC/R Coil Protective Surface Treatment is manufactured free from defect for a period of three (3) years from date of installation. The MicroGuard® System must be installed by an Adsil Certified Installer. Warrantable surfaces are limited to new copper or aluminum tube, aluminum fin pack condenser coils.

If the MicroGuard® AD35 product fails within the three (3) year Limited Warranty period, Adsil will provide to the Warranty Holder, free of charge, sufficient product for on-site field repair of the existing coil or to coat a replacement coil. The Adsil Certified Installer further warrants that if the condenser coil fin pack fails, due to external corrosion and within the three (3) year Limited Warranty period, commencing from the date the coil is initially protective treated, the Certified Installer will provide the labor to effect on-site field repair of the existing coil, or to coat a replacement coil at no charge. Corrosive failure is defined as greater than 20% of the condenser coil fin pack surface area disintegrating due to external corrosive activity. An Adsil Warranty Sticker must be attached to the Unit Cabinet for coverage to remain intact. The Warranty Holder must adhere to published coil cleaning and maintenance specifications and maintain credible records of such maintenance as specified by Adsil.

This Limited Warranty does not cover labor charges for removing and replacing the coil fin pack assembly, or associated costs thereof. This Limited Warranty does not cover refrigerant reclamation or recharging costs. This Limited Warranty does not cover damage due to misuse, accidents, neglect, intentional abuse, negligent or improper maintenance, acts of war, acts of vandalism or acts of nature. This Limited Warranty does not cover manufacturing defects of the coil/fin assembly. This Limited Warranty does not cover refrigerant leakage at solder joints or rupture of tubing. HVAC Manufacturer's Warranty will be primary to this Limited Warranty. Customer agrees to pursue coil failure claims under any available Manufacturer's Warranty before they shall be entitled to pursue a claim under this Limited Warranty.

Other items not covered under this Limited Warranty include, but are not limited to consequential damages to property, loss of use or profits, or cartage costs, which may be caused by covered defect or failure of the MicroGuard® AD35 product. This Limited Warranty does not cover damage to a shop coated HVAC/R Unit which may occur during transport to the site or installation on the site. This Limited Warranty does not cover engineering defects, such as galvanic corrosion caused by direct dissimilar metal contact; aluminum to galvanized steel, formicary corrosion, or any galvanized surfaces. This Limited Warranty is not applicable to industrial exposures of high concentrations of condensed acids, alkalis, ammonia, hydrogen sulfide, chlorine gas, salt cake depositing, or to film erosion caused by wind driven silic material.

This Limited Warranty is valid only if: **1)** MicroGuard® AD35 product is installed by a Certified Installer who holds a current Adsil certification number at time of installation; **2)** Adsil and the Certified Installer are paid in full for all products and services; **3)** Adsil, the Certified Installer or their agents are allowed to inspect any HVAC/R Unit covered under this Limited Warranty and be allowed to re-treat any affected areas of the coil fin pack, which may be experiencing signs of corrosion at any time during this Limited Warranty period; **4)** Warranty Holder complies with the semi-annual inspection, published Adsil post cleaning maintenance and documentation process necessary to maintain the validity of the warranty. Any re-application of MicroGuard® AD35 product will not extend the Limited Warranty period, but the remaining period will continue in force. This Limited Warranty is non-transferable; **5)** Warranty Holder contracts for six (6) inspections and cleanings over the three (3) year period at consecutive 6 month intervals at Warranty Holder's expense. If during the three (3) year Limited Warranty period any head pressure increase occurs, due to fouling on the coil fin pack, the cleaning maintenance activity shall be considered to be non-regular and cleaning frequency must be adjusted to quarterly cycles. The inspections, cleaning maintenance and documentation process are to be performed according to Adsil published specifications and can be accessed by going to www.adsil.com. If semi-annual inspections, cleaning maintenance and documentation are not performed in accordance with Adsil published specifications, this Limited Warranty is void. If the Warranty Holder of the unit replaces the coil/fin assembly without prior inspection and authorization by Adsil, such replacement cost shall be solely at the Warranty Holder's expense.

In the event of any covered failure of MicroGuard® AD35 product under this Limited Warranty agreement, the Warranty Holder must notify Adsi, in writing, at 1901 Mason Avenue, Suite 101, Daytona Beach, FL 32117 within 14 days of discovery of any corrosion damage to the condenser coil fin pack. If notification is not given to Adsil in writing and within 14 days of a noticed corrosion occurrence, any claim for breach of this Limited Warranty shall be conclusively deemed to have been waived and Adsil and the Certified Installer shall have no liability under this agreement. Adsil, the Certified Installer, or their agent reserves the right to field inspect any HVAC/R Unit covered under this Limited Warranty agreement, including possible collection and post forensic lab evaluation of samplings preliminary to settling any Warranty Holder claim.

In order for this Limited Warranty to become valid and enforceable, this Limited Warranty Document must be signed by the Certified Installer. The signed Limited Warranty Document must be completed and mailed to Adsil within thirty (30) days from the date of installation. Warranty Holder must retain a signed copy of the Limited Warranty Document for making claims pursuant to this Limited Warranty. Adsil has sole discretion in determining and implementing the repair of any covered condenser coil. Any such warrantable repair will be performed with reasonable promptness.

Terms and conditions of this Limited Warranty, as stated above, cannot be modified or enlarged in any way except in writing by Adsil. The Certified Installer from whom you have contracted the installation work is not authorized to modify in any manner the terms and conditions of this Limited Warranty on behalf of Adsil. Adsil does not authorize any person to create for it any other obligation or liability except as expressly set forth in this Limited Warranty.

This Limited Warranty gives you specific rights and you may also have other limited rights, which vary in your jurisdiction.