



HVAC/R COIL 5 YEAR LIMITED WARRANTY

Subject to the terms and conditions, limitations and exclusions of this limited warranty, Energy Guard, Inc. warrants that its products MicroGuard® AD35 HVAC/R Coil Protective Surface Treatment and Rust Grip are manufactured free from defect for a period of five (5) years from date of installation. The coatings must be installed by an Energy Guard Certified Installer. Warrantable surfaces are limited to new copper or aluminum tube, aluminum fin pack condenser and evaporator coils.

If the MicroGuard® AD35 or Rust Grip products fail within the five (5) year Limited Warranty period, Energy Guard 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 Energy Guard Certified Installer further warrants that if the coil fin pack fails, due to external corrosion and within the five (5) year Limited Warranty period, commencing from the date the coil is initially protective treated, Energy Guard will also 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 coil fin pack surface area disintegrating due to external corrosive activity. An Energy Guard 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 Energy Guard.

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 are pursuing 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 or Rust Grip products. 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 and/or Rust Grip products are installed by an Energy Guard installer employed by Energy Guard;
2. Energy Guard is paid in full for all products and services;
3. Energy Guard is 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 inspections in non-corrosive environments and quarterly inspections in corrosive environments to include coastal regions, per published Energy Guard post cleaning maintenance and documentation process necessary to maintain the validity of the warranty. Any re-application of MicroGuard® AD35 or Rust Grip products will not extend the Limited Warranty period, but the remaining period will continue in force. This Limited Warranty is non-transferable;
5. Inspections and Cleanings:
 - Non-corrosive environments: Warranty Holder contracts for ten (10) inspections and cleanings over the five (5) year period at consecutive six (6) month intervals at Warranty Holder's expense.
 - Corrosive environments: Warranty Holder contracts for twenty (20) inspections and cleanings over the five (5) year period at consecutive three (3) month intervals at Warranty Holder's expense.
 - If during the five (5) 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 (non-corrosive environments) or monthly (corrosive environments) cycles. The inspections, cleaning maintenance and documentation process are to be performed according to Energy Guard's published specifications and can be accessed by going to www.energyguard-inc.com. If semi-annual inspections, cleaning maintenance and documentation are not performed in accordance with Energy Guard's 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 Energy Guard, such replacement cost shall be solely at the Warranty Holder's expense.

In the event of any covered failure of MicroGuard® AD35 or Rust Grip products under this Limited Warranty agreement, the Warranty Holder must notify Energy Guard Inc in writing at 162 Sand Dollar St., Holden Beach, NC 28462 within 14 days of discovery of any corrosion damage to the coil fin pack. If notification is not given to Energy Guard 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 Energy Guard shall have no liability under this agreement. Energy Guard 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.

Energy Guard has sole discretion in determining and implementing the repair of any covered 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 Energy Guard. Energy Guard 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.