



RVS EXPRESS WARRANTY

Applies to all RVS Matrix Packages – MRP, MPC, MTP, MTRP, MVA, MVI, MPS, and Liquid Transfer Systems - PA, LTU, GR

MANUFACTURER'S EXPRESS WARRANTY

RVS warrants the unit(s) identified above against failure caused by defects in materials and workmanship for **one (1) year** from the date of installation and start-up, but in no case more than eighteen (18) months after shipment by RVS. This warranty includes, as applicable, the vessel shell(s), heads, nozzles, support(s), and internally installed components as well as the packaged pump(s), heat exchanger(s), valves, control valves, level controls, and electrical components. Labor costs associated with any repair work performed under the terms of the warranty are NOT included within the warranty. Damage caused by misuse of the product, including without limitation failure to properly install or maintain the product, is NOT covered by the warranty. In particular, this warranty is VOID if the pump, when supplied, is subject to debris and contaminants in the liquid stream, or if the valves in the pump suction, discharge, motor recirculation and/or vent lines are not fully open during operation, or in the case of an MRP Package, if the pump minimum flow bypass valve(s) is not set according to the RVS IOM Manual.

In addition to the warranty provided above, if a MRP or MTP/MTRP Package is provided with a Matrix Microprocessor Control Panel or Matrix Liquid Transfer Control (LTC) Panel respectively, RVS warrants the subject MRP or MTP/MTRP Package against failure caused by defects in materials and workmanship, as noted above, for a period of three (3) years from the date of shipment by RVS.

In addition to the unit warranty above, RVS warrants that the performance of the unit(s) shall conform with the specifications as shown on the certified drawing for the unit(s) (the "Specifications") for a period of one (1) year from the date the installation is completed in accordance with good engineering practices, but in no event shall the performance warranty exceed eighteen (18) months from the date the unit is shipped by RVS. If after installation and start-up, and during the warranty period, there is any question regarding performance of the equipment, at the owner's request RVS will send its engineers to the jobsite to conduct a performance test. This test may be observed by the owner and the consulting engineer or by their authorized representatives. If the results of the evaluation show the equipment's performance to be below the Specifications, RVS will make the necessary repairs or alterations to correct such deficiency at no cost to the owner. If the equipment is found to be performing in accordance with its Specifications, the owner will reimburse RVS for all direct expenses incurred in connection with such performance test.

These warranties are predicated on RVS receiving payment in full on the covered products and on unit operation and maintenance in accordance with RVS' recommended operation and maintenance procedures, as applicable, for MRPs and all Matrix control panels. Ordinary wear is NOT covered by the warranties. The erosion, corrosion, and/or deterioration of the products are not covered by any warranty. Any changes to warranty terms must be approved in writing by an RVS officer.

LIMITATION OF LIABILITY

THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY RVS, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. IT SHALL BE IN RVS'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE APPROPRIATE REMEDY. IF RVS DECIDES TO MAKE REPAIRS, RVS HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT RVS'S EXPENSE. RVS IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT RVS DID NOT PRE-APPROVE IN WRITING PRIOR TO THE COMMENCEMENT OF SUCH REPAIRS. RVS IS ONLY RESPONSIBLE FOR COSTS THAT PERTAIN TO REPAIR OR REPLACEMENT OF EQUIPMENT SUPPLIED BY RVS (i.e., RVS IS NOT RESPONSIBLE FOR REPLACEMENT OR MODIFICATION OF PIPING, SUPPORTING STEEL, ELECTRICAL WIRING, MOTOR STARTERS OR "IN AND OUT" COSTS SUCH AS THIRD PARTY LABOR, CRANE OR OTHER EQUIPMENT FEES).

NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT, RVS'S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER FOR THE PARTICULAR UNIT. UNDER NO CIRCUMSTANCES SHALL RVS BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, REFRIGERANT LOSS, PRODUCT LOSS, PROPERTY DAMAGE, ENVIRONMENTAL DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF RVS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, RVS SHALL NOT BE RESPONSIBLE FOR ANY INJURIES OR DAMAGES OF ANY KIND WHATSOEVER UNDER ANY THEORY OF TORT TO THE EXTENT THE INJURIES OR DAMAGES ARE CAUSED BY MISUSE OF THE PRODUCT BY BUYER OR ANY THIRD PARTY.

DISCLAIMER OF IMPLIED WARRANTIES

OTHER THAN THE EXPRESS MANUFACTURER'S WARRANTY DESCRIBED HEREIN, THE UNIT IS SOLD "AS IS" AND THERE ARE NO OTHER WARRANTIES. RVS HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, THAT THE UNIT IS FIT FOR A PARTICULAR USE OR PURPOSE, THAT THE UNIT IS FIT FOR A PARTICULAR APPLICATION OR ENVIRONMENT, AND ANY WARRANTIES THAT MIGHT OTHERWISE ARISE OUT OF A COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. IN THE INTEREST OF PRODUCT IMPROVEMENT, RVS RESERVES THE RIGHT TO CHANGE SPECIFICATIONS AND PRODUCT DESIGN WITHOUT INCURRING ANY LIABILITY THEREFOR.

Effective September 1, 2022