

# ADSIL/INSTALLER - 5 YEAR LIMITED WARRANTY

## HVAC/R CONDENSER COIL & FIN REPLACEMENT

### RESIDENTIAL & LIGHT COMMERCIAL

Adsil Authorized Signature: _____  Print Name: _____ Date: ____/____/____  Position: _____	Certified Installer Signature: _____  Business Name: _____  Adsil License #: _____ Date: ____/____/____
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Adsil warrants that its product MicroGuard® AD35 HVAC/R Coil & Fin Clear Protective Surface Treatment is manufactured free from defect and for its intended purpose for a period of five (5) years from date of installation and in accordance with its product specifications, on new Units or field installed Units of determinable pre-qualified condition, **but never to exceed a 3 month old field unit installation**. If the MicroGuard® AD35 product fails within the five (5) year Limited Warranty period Adsil will provide **to the installer**, free of charge, sufficient product to correct the failure.

Adsil **and the Certified Installer** further warrant that if the condenser coil/fin assembly fails, due to external corrosion and within the five (5) year Limited Warranty period, Adsil and the Installer will share the replacement of the condenser coil/fin assembly component part on a pro-rated basis. Corrosive failure is defined as greater than 20% of the total surface area of the condenser coil/fin disintegrating due to external corrosive activity and causing a general failure of the HVAC/R Unit. The Adsil Warranty Sticker must be attached to the Unit Cabinetry for coverage to remain intact.

Pro-rated condenser coil/fin replacement part cost of this Limited Warranty due to corrosive failure –

- 1<sup>st</sup> through 3<sup>rd</sup> full years = 100% **Adsil** cost of the coil/fin assembly part replacement, **0% Installer cost responsibility**.
- Through 4<sup>th</sup> full year = **75% Adsil** cost of the coil/fin assembly part replacement, **25% Installer cost responsibility**.
- Through 5<sup>th</sup> full year = **50% Adsil** cost of the coil/fin assembly part replacement, **50% Installer cost responsibility**.

This Limited Warranty does not cover labor charges for removing and replacing the coil/fin 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, 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. 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, labor costs for reinstallation of proven defective product, 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 dissimilar metal contact; aluminum to galvanized steel. This Limited Warranty is not applicable to industrial exposures or to any highly concentrated exposures of condensed acids (including acid based coil cleaners), ammonia, hydrogen sulfide, chlorine gas or salt cake depositing.

This Limited Warranty is valid only if: **1)** the MicroGuard® AD35 product is installed by a Certified Installer trained by Adsil – the Installer must hold a current Adsil license number; **2)** Adsil **and the Certified Installer** are paid in full for all products used for surface preparation, rinsing and coil/fin protection; **3)** Adsil, or the Certified Installer 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, at no additional charge to the customer, which may be experiencing signs of corrosion at any time during this Limited Warranty period; **4)** the owner complies with the semi-annual inspection, 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)** customer authorizes ten (10) inspections and cleanings over the five (5) year period at consecutive 6 month intervals. If during the five (5) year Limited Warranty period any head pressure **increase** occurs due to pollution on the coil/fin, the cleaning maintenance activity shall be considered to be non-regular and cleaning frequency must be adjusted accordingly. The inspections, cleaning maintenance and documentation process are to be performed according to Adsil published specifications. If semi-annual inspections, cleaning maintenance and documentation are not performed in accordance with published specifications, this Limited Warranty is void. **If the owner of the unit replaces the coil/fin assembly without prior inspection and authorization by Adsil, such replacement cost will be at the owner's expense.**

In the event of any covered failure of MicroGuard® AD35 product under this Limited Warranty agreement, the owner must notify Adsil in writing at 1 Hargrove Grade, Suite 1K, Palm Coast, Florida 32137 within 30 days of discovery of any corrosion damage to the condenser coil/fin assembly. If notification is not given to Adsil in writing and within 30 days of a noticed corrosion occurrence, any claim for breach of this Limited Warranty shall be conclusively deemed to have been waived and Adsil shall have no liability under this agreement. Adsil, or the Certified Installer 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 customer claim.

In order for this Limited Warranty to become valid and enforceable, this Limited Warranty document must be signed by the Purchaser, the Certified Installer and an authorized Adsil Manager. The signed Limited Warranty document must be completed and mailed to Adsil within thirty (30) days from the date of installation. Retain a copy of the Limited Warranty for making claims pursuant to this Limited Warranty. Adsil has sole discretion in determining and implementing the repair or replacement of the condenser coil/fin. The repair or replacement 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 extend in any manner or modify 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. **After the initial five (5) year Limited Warranty has come to full term, the Certified Installer may issue an extension, but solely under the conditions and under the responsibility as set forth by the Installer.**

*This Limited Warranty gives you specific rights and you may also have other limited rights, which vary from State to State.*

Customer Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_