



1541, De Coulomb Street, Boucherville (Quebec) J4B 8C5
www.groupesimoneau.com

Project:
Purchase Order:
Location of Installation:
Equipment:
Delivery Date:
Start Up Date:

LIMITED WARRANTY – ECONOMIZER

The limited warranty of The Group Simoneau Inc. provides the assurance that the products are in conformity with the described specifications and are defect free. The economizers of The Group Simoneau Inc. are designed and manufactured according to ASME (The American Society of Mechanical Engineers) code specifications. The design, various inspections and in-process control tests are performed under the supervision of a third party, namely *La Régie du bâtiment du Québec* (RBQ). The economizers of The Group Simoneau Inc. are proven products and their performance will exceed the requirements as long as they are submitted to installation, use and maintenance standards that are in conformity with their needs.

The Group Simoneau Inc.'s economizer warranty will be in effect for a maximum period of either twelve (12) months following delivery or written notice of readiness to ship. The warranty is offered on the basis of EXW Boucherville Quebec (Incoterms 2010), meaning that any defective part must be returned, transport prepaid, to our Boucherville plant. Except as otherwise stated in writing by the Seller, the limited warranty shall not apply to economizers which have been removed from their original installation site. Under the terms of its limited warranty, The Group Simoneau Inc. reserves the right to carry out suitable testing on the defective part and to repair instead of replacing the part. Under the terms of this warranty, if the customer requires the presence of The Group Simoneau Inc. personnel on the installation site, the customer will be required to pay for travelling time, transport costs, lodging, subsistence costs and overtime (regular labour hours, Monday through Friday – excluding public holidays, 7:00 a.m. to 3:30 p.m.). In addition, the client will assume the cost difference between site repairs versus shop repairs.

The Group Simoneau Inc.'s warranty applies only to products or components (parts and labour) which it has manufactured. The components incorporated in the economizer such as, but not limited to, controls, instrumentations, valves, pumps, etc., fabricated by other manufacturers are not covered under the terms of this limited warranty of The Group Simoneau Inc. However, The Group Simoneau Inc. transfers to the customer all its rights under the warranty offered by the original manufacturers of these components. The customer will receive the full benefits of any adjustment received by The Group Simoneau Inc. The Group Simoneau Inc. will not accept any responsibility for the labour costs associated with the identification and/or removal of a defective part and the installation of the new replacement part coming from the original manufacturer if this cost is not covered under the terms of the original manufacturer's warranty.

The limited warranty of The Group Simoneau Inc. applies only to its products and excludes any responsibility for direct or indirect damages caused by its products or its components. No warranty will apply if the installation, use and maintenance standards have not been rigorously followed or if the products/parts were modified, repaired or replaced without the written consent of The Group Simoneau Inc.

President

Nancy Simoneau, CPA, CMA

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