



**108 PARKER LANE  
MONROE, LA 71202  
TEL: 318.325.1830  
FAX: 318.323.9110**

# **EQUIPMENT WARRANTY**

Innovative Manufacturing Technology, LLC. (IMT) makes every effort to assure that its products meet high quality and durability standards and warrants the products it manufactures against defects in materials and workmanship for a period of one (1) year, commencing on the date of startup, not to exceed one (1) year and 60 days from the date of equipment completion, which is denoted as the date of successful testing. Any product, which is returned (with shipping cost prepaid) and determined by IMT to be defective in material or workmanship, will be, as the exclusive remedy, repaired or replaced with an exchange product at IMT's option, including labor for repairs and replacement. Repairs and replacement parts provided during the warranty period shall carry only the manufacturer's warranty, unexpired portion of the warranty, or 90 days, whichever is longer.

## **1. Warranty Validation**

To validate the warranty, a customer representative must complete the last page of this agreement and return to IMT either by facsimile or mail.

## **2. Limitation of Liability**

Liability is limited to the maximum of the cost of the equipment purchased. To the extent allowable under law, IMT shall not be liable for any consequential and incidental damages, including, but not limited to, costs resulting from delay in delivery, set-up, or mechanical breakdown. IMT's liability in all events is limited to, and shall not exceed, the purchase price of the product. IMT shall incur no liability under this warranty unless the following conditions are met:

- Equipment must be operated and maintained in accordance with the guidelines established in the Operation & Maintenance manual provided with the equipment. This includes the site specific manual as provided by IMT as well as the individual component manuals provided.
- Customer must maintain a complete logbook of routine maintenance and provide to IMT upon request.
- All outstanding invoices which are over terms are paid in full.
- The client must ensure that no groundwater carry-over from the primary air-water separator to the vacuum pump occurs. This carry-over can damage the vacuum pump and void the warranty.
- Electrical equipment must be operated on a Closed Delta electrical system. An acceptable voltage tolerance of  $\pm 10\%$  from each leg to ground (eg., 120-volt  $\pm 12$ -volt, 240-volt  $\pm 24$ -volt). Proper engineering design would accommodate the correct electrical provisions in the engineering specification. IMT will not be liable for any changes to the electrical supply and distribution system that are required to bring the electrical system(s) to these standards.
- For skidded equipment, IMT is not responsible for warranty of equipment that is not provided protection from the elements such as direct sunlight, rain, hail or other weather conditions exerted by nature.
- Use or service with corrosive or abrasive chemicals or materials that are not deemed normal.
- IMT shall not be responsible for consequential damage that may occur due to direct or indirect damage caused by a failure of another piece of equipment provided by another vendor.
- Technicians should be duly trained and have a good understanding of electrical, and mechanical systems. Failure to have a properly trained technician work on IMT supplied equipment can result in invalidation of the warranty at the discretion of IMT.
- The Buyer must promptly notify IMT in writing upon discovery of any such latent defect and in any event, not later than twelve (12) months from the date of shipment of the product to the Buyer.
- The Buyer must return the allegedly defective product or part within fourteen (14) days from discovery of any such latent defect, and in any event, not later than twelve (12) months from the date of shipment of the product or part to the Buyer, transportation charges prepaid, packaged



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either in its original packing material or comparable and suitable packing material, if original is not available.

### 3. Technical Support

In the event of a problem or failure, immediately contact IMT’s corporate office and request technical assistance. Please make sure that you have the IMT Project Number or Equipment Serial Number available. A technician will assist in determining if the equipment is operating properly and if not, then IMT will guide the onsite technician in proper settings and adjustment. At the discretion of IMT, technical phone support is billable at a rate of \$75.00 per hour. Purchase of a system from IMT and initiation of phone support constitutes a legal agreement that IMT can invoice for phone support.

### 4. Items Excluded from the Warranty

This warranty does not extend to any product and/or part from which the factory assigned serial number has been removed or which has been damaged or rendered defective as a result of:

- an accident, misuse, alteration or abuse
- an act of God such as flood, earthquake, hurricane, lightning or other disaster resulting only from the forces of nature
- normal wear and tear
- operation outside the usage parameters stated in the product user’s manual
- use of parts not sold by IMT
- damage which may occur during shipment of the equipment that is provided by the client
- service or unit modification not authorized by IMT
- failure to meet service requirements as outlined in the O&M manual

Consumables components are not considered for warranty, listed as follows:

|                             |                 |                               |                                    |
|-----------------------------|-----------------|-------------------------------|------------------------------------|
| Fuses/Breakers              | Gauges          | Transfer Pump Seals           | Thermocouple                       |
| Light Bulbs                 | Filters         | Site Glasses                  | Demisters                          |
| Level Switch                | Blower Belts    | Oil                           | Check Valve/Solenoid               |
| Chart Paper                 | Chart Pens      | Tubing, Hoses, and PVC Piping | Drive Coupling Sleeves and Inserts |
| Interface Probes and Floats | Fernco Fittings |                               |                                    |

### 5. Return Authorization

Any product and/or part not performing satisfactorily may be returned to IMT for evaluation. A Return Merchandise Authorization (RMA) number must first be obtained by either calling or writing your local authorized dealer, distributor or IMT direct, prior to shipping the product. If product is to be returned to IMT, then the attached RMA form must be completed and submitted to IMT.

The problem experienced with the product and/or part must be clearly described. The RMA number must appear prominently on the exterior of the shipped box(es). The product and/or part must be packaged either in its original packing material or in comparable and suitable packing material, if the original is not available. You are responsible for paying shipping charges to IMT and for any damages to the product and/or part that may occur during shipment. It is recommended that you insure the shipment for the amount you originally paid for the product and/or part. If, after the product and/or part is returned prepaid and evaluated by IMT, it proves to be defective while under warranty, IMT will, at its election, either repair or replace the defective product and/or part and will return ship prepaid to you **except for shipments going outside the 50 states of the United States of America**, and reimburse you the shipping cost incurred for



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sending the defective part to IMT for evaluation. If upon inspection, it is determined that there is no defect or that the damage to the product and/or part resulted from causes not within the scope of this limited warranty, then you must bear the cost of repair or replacement of damaged product and/or part and all return freight charges. Any unauthorized attempt by the end user to repair IMT manufactured products without prior permission shall void any and all warranties. For service, contact your authorized dealer or distributor or IMT direct at (318) 325-1830.

## 6. Product Suitability

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in neighboring areas. While IMT attempts to assure that our products comply with such codes, IMT cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of a product, the Buyer should review the product application, national, state, and local codes and regulations, and ensure that the product, installation and usage will be compliant.

## 7. Exclusive Warranty

There is no other expressed warranty on IMT products and/or parts. Neither this warranty nor any other warranty, expressed or implied, including any implied warranties or merchantability of fitness, shall extend beyond the warranty period. Some states do not allow limitations on how long an implied warranty lasts, so that the above limitation or exclusion may not apply to you.

## 8. Prompt Disposition

IMT will make a good faith effort for prompt correction or other adjustment with respect to any product, which proves to be defective during the limited warranty period. For any product believed to be defective during the limited warranty period, call the phone number below or write to the address below, and provide your company name, address, date of request, serial number, and description of the nature of the defect.

IMT, LLC  
108 Parker Lane  
Monroe, LA 71202  
Phone: (318) 325-1830  
Fax: (318) 323-9110

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Serial Number: \_\_\_\_\_ Date Purchased: \_\_\_\_\_



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## RMA Request Form

|                 |  |  |              |  |              |               |             |
|-----------------|--|--|--------------|--|--------------|---------------|-------------|
| <b>Company:</b> |  |  |              |  | <b>Date:</b> |               |             |
| <b>Address:</b> |  |  | <b>City:</b> |  |              | <b>State:</b> | <b>Zip:</b> |
| <b>Phone:</b>   |  |  | <b>Fax:</b>  |  |              |               |             |
| <b>Contact:</b> |  |  |              |  |              |               |             |
| <b>E-mail:</b>  |  |  |              |  |              |               |             |

|                             |  |  |                        |  |
|-----------------------------|--|--|------------------------|--|
| <b>RMA #:</b>               |  |  |                        |  |
| <b>Item Description:</b>    |  |  | <b>Invoice Number:</b> |  |
| <b>Serial Number:</b>       |  |  | <b>Invoice Date:</b>   |  |
| <b>Problem Description:</b> |  |  |                        |  |
| <b>Item Description:</b>    |  |  | <b>Invoice Number:</b> |  |
| <b>Serial Number:</b>       |  |  | <b>Invoice Date:</b>   |  |
| <b>Problem Description:</b> |  |  |                        |  |

### Return Authorization:

- Returns must be shipped freight prepaid. All return shipping charges are the customer's responsibility.
- IMT requires pre-authorization for the return of all products. Products not authorized for return shall be sent back to the shipper at their expense. IMT will not be liable for any loss of or damage to unauthorized return items.
- IMT will repair or replace the products, and ship all products via UPS Ground or a carrier of IMT's choice. If the customer requests a carrier other than IMT's carrier of choice, then the customer is responsible for the shipping expense, and will bear risk of loss or damage for such shipments.

### Return Procedure:

- Before calling for an Return Merchandise Authorization (RMA) number, please make sure that you have correctly operated and maintained the equipment in accordance with the guidelines established in the Equipment Operations & Maintenance manual provided with the equipment.
- Call our Return Merchandise Authorization (RMA) department and request an RMA Request Form.
- On the RMA Request Form, make sure you have the following information: Contact name; Contact phone and fax number; E-mail address; IMT Item description and serial number for each product returned; Complete description of the reason for returning each product listed.
- Send RMA Request Form and sales invoice to fax: (318) 325-1862 or e-mail: sales@imtco.net. RMA number will be issued within 24 hours after all proper documents have been received. IMT may refuse to issue an RMA number in the event of failure to provide the above information mentioned in item (3) and (4).
- RMA number should be clearly written on the shipping label and the label placed on the shipping box.
- All unlabeled, mismarked or illegibly marked products will be refused or returned "AS IS" by UPS Ground, freight collect.
- All packages which appear to be damaged at the time of delivery to IMT will be refused "AS IS".
- Please be assured that the products sent to IMT are the same products for which the number was issued. If the products do not match the products under the assigned RMA number, IMT will return all products by UPS Ground, freight collect.
- No return accepted without an RMA number, absolutely no exceptions.
- RMA number is valid for 21 calendar days after authorization. We reserve the right to refuse returned item(s) beyond 21 days from the date RMA number is assigned.