



EVERGREEN DISCHARGE WARRANTY

Subject to the conditions set forth below, Tyco Fire Products LP (TYCO) will, as purchaser's sole remedy, replace the INERGEN Agent for a period of up to TWENTY (20) years from the date of commissioning the ANSUL INERGEN fire suppression system. TYCO will pay for the cost of the INERGEN Agent only, regardless of the cause of the fire suppression system discharge. Excluded from this Warranty is any System Commissioning Discharge Test.

This warranty shall be effective only if the original purchaser maintains a semi-annual service agreement for the ANSUL INERGEN Fire Suppression System with an Authorized ANSUL Distributor from the date of installation. This warranty covers only those ANSUL INERGEN Fire Suppression Systems which incorporate and use hardware and components – including detection and control devices – which are manufactured, sold, or approved by TYCO. This warranty may not be assigned or transferred to others.

The ANSUL Quality Services Department must be notified within three days of the discharge of the ANSUL INERGEN Fire Suppression System and must approve the cost of the INERGEN Agent in advance.

Except as provided above, TYCO MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL TYCO HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SIMILAR DAMAGES. TYCO SHALL HAVE NO LIABILITY FOR ANY DAMAGES DUE TO DELAY IN RECHARGING THE ANSUL INERGEN FIRE SUPPRESSION SYSTEM. TYCO'S MAXIMUM LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE REPLACEMENT OF THE INERGEN AGENT.

This warranty is not effective unless Form No. F-9502 is completed and returned to TYCO within ten days of the commissioning of the ANSUL INERGEN Fire Suppression System.

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