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# EVERGREEN DISCHARGE WARRANTY

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## INERGEN<sup>®</sup> FIRE SUPPRESSION SYSTEMS

Subject to the conditions set forth below, Ansul Incorporated (“ANSUL”) will, as purchaser’s sole remedy, replace the INERGEN Agent for a period of up to TEN YEARS from the date of commissioning the INERGEN fire suppression system. ANSUL 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 INERGEN Fire Suppression System with an Authorized Ansul Distributor from the date of installation. This warranty covers only those INERGEN Fire Suppression Systems which incorporate and use hardware and components – including detection and control devices – which are manufactured, sold, or approved by ANSUL. 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 INERGEN Fire Suppression System and must approve the cost of the INERGEN Agent in advance.

Except as provided above, ANSUL 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 ANSUL HAVE ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR SIMILAR DAMAGES. ANSUL SHALL HAVE NO LIABILITY FOR ANY DAMAGES DUE TO DELAY IN RECHARGING THE “INERGEN” FIRE SUPPRESSION SYSTEM. ANSUL’S MAXIMUM LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE REPLACEMENT OF THE “INERGEN” AGENT.

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

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