

# **LIMITED BOILER WATER TREATMENT GUARANTEE**

Subject to the terms and conditions and limitations set forth on the following pages,  
Frank I. Rounds Company an authorized sales representative of Cleaver Brooks Products,  
extends this Limited Guarantee to \_\_\_\_\_ (“Owner”) the owner of a  
Cleaver Brooks boiler bearing the Serial Number: \_\_\_\_\_ (“The Unit”)  
on (Date): \_\_\_\_\_

1. Frank I. Rounds Company guarantees that if boiler tubes in The Unit fail, during the term of this limited guarantee, as a direct result of an improper water treatment chemical program being applied by Frank I. Rounds Company or improper selection, application or performance of water treatment products (“Products”) at the written direction of a Frank I. Rounds Company water treatment representative, said failed tubes will be replaced at no cost to the “Owner”. (NOTE: This includes the replacement tubes only, installation and other costs are not included.)
2. Frank I. Rounds Company guarantees that if the waterside of any heat transfer surfaces specifically within The Unit require chemical cleaning, during the term of this limited guarantee, as a result of improper water treatment specified by Frank I. Rounds Company or improper selection, application or performance of water treatment products (“Products”) specified by Frank I. Rounds Company, said heat transfer surfaces within The Unit will be cleaned at no cost to the “Owner”. (NOTE: This includes chemically cleaning within The Unit only and any other costs are not included.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature – Frank I. Rounds Company

**LIMITED BOILER WATER TREATMENT GUARANTEE**

## **Terms, Conditions and Limitations**

This Guarantee is expressly limited to the specific replacement tube(s) and /or chemical cleaning set forth above. The sole obligation of Frank I. Rounds Company under this Limited Guarantee is the replacement tubes and / or chemical cleaning of The Unit as stated. No claims under this limited guarantee will be valid unless Owner provides to Frank I. Rounds Company, within the terms of this Limited Guarantee, written notice of a covered tube failure or waterside heat transfer surface requiring chemical cleaning within 30 days of such occurrence.

**THE ABOVE LIMITED GUARANTEE IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF** with regard to the Water Treatment Program. (Warranties may or may not exist with regard to the sale of the individual water treatment products.)

Frank I. Rounds Company enters into this Limited Guarantee on its own behalf and not as representative of any other individual or entity.

The remedy of replacement tubes or chemical cleaning provided for herein is Owner's exclusive remedy. **FRANK I. ROUNDS COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM THE WATER TREATMENT PROGRAM OR THE SELECTION, SALE OR USE OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT**, and regardless of any advice or representations not in writing that may have been rendered by Frank I. Rounds Company concerning the selection, sale or use of the Products.

This Limited Guarantee will be valid for a period of One (1) Year from the date hereof and shall automatically renew for successive One Year periods unless Frank I. Rounds Company provides written notice to Owner of non-renewal. Provided this Limited Guarantee shall only be valid and binding if and for so long as each of the following conditions are met:

- 1) Owner continues to purchase water treatment services and products exclusively from Frank I. Rounds Company during the full period covered by the LIMITED BOILER WATER TREATMENT GUARANTEE.
- 2) Owner properly and continuously uses exclusively that feed equipment identified in the Frank I. Rounds Company written instructions to Owner.
- 3) Owner continues to maintain all pretreatment equipment in proper working condition at all times.
- 4) All of Owner's operating personnel responsible for The Unit have completed a Testing Training Program as provided by Frank I. Rounds Company.
- 5) Owner's operating personnel perform, on a daily basis, all tests specified by Frank I. Rounds Company and such personnel record each day the results of said tests in a daily log format that is maintained continuously and which is made available to Frank I. Rounds Company personnel upon request.
- 6) Owner at all times follows all written instructions issued by Frank I. Rounds Company regarding Owner's water treatment program for The Unit and implements those written instructions in full at the intervals specified by Frank I. Rounds Company.
- 7) Owner will follow written instructions from Frank I. Rounds Company regarding specific parameters to be maintained during times when boiler is operating, on standby condition or is shut down. In addition, there must be 100% softened feedwater utilized along with feedwater temperature maintained at 180 degrees fahrenheit (or higher) at all times. Offline boilers must have an "OH" alkalinity of 200-ppm minimum and sulfite of greater than 100-ppm maintained continuously.
- 8) Owner informs the Frank I. Rounds Company water treatment representative (in writing, within one week) of any changes in their operation or use of The Unit that could impact the water treatment program.

If any of the above conditions are strictly adhered to, the guarantee is voided.

Frank I. Rounds Company reserves the right to test for required parameters at any time during the Guaranty period.