

At a Glance

Cover3More (4028121) can be added up to 18 Months after purchase				Cover3More 25 - 60 Months		
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Cover ³ More is available on all our product lines						
DRYPOINT [®] RA	Refrigerant Air Dryers	BEKOMAT®	Zero Air Loss Drains			
DRYPOINT [®] X / AC	Desiccant Air Dryers	QWIK-PURE [®] /ÖWAMAT [®]	Oil-water Separators			
DRYPOINT [®] M	Membrane Air Dryers	METPOINT [®]	Instrumentation			
CLEARPOINT®	Filters and Water Separators	BEKOKAT®	Hydrocarbon Removal Systems			

How it Works

- 1. Select the product or products that you wish to cover with the extended warranty.
- Simply add 8% to the net price
 of each product or call your sales representative if you need help calculating your final net price.
- 3. Include order reference number 4028121 as a line item with your purchase order or purchase the warranty extension up to 18-months post-sale.

What we need from you: It's not much. In fact, if you are purchasing the Cover3More extended warranty with a new equipment purchase, all you have to do is include a line item on your order indicating which items you wish you cover, and we will take care of the rest. If you happen to be adding coverage to a product you've already taken delivery of, then all we need is the company name and contact information of the original purchaser, the product model number of the product to be covered, serial number, and original purchase order number or BEKO Technologies invoice number, and we will apply coverage appropriately. Please feel free to contact us at +1 (800) 235-6797 to get started.

All maintenance procedures, including filter element changes, must be carried out in accordance with the manual in order to maintain any warranty.

Terms and Conditions

the following terms and conditions of sale govern all purchases from BEKO Technologies, Corp. ("BEKO USA")

1. Price/Delivery. All prices are "ex-works" BEKO USA's place of business and are exclusive of transportation costs insurance, and applicable taxes. Title and risk of loss or damage pass upon tender of delivery of the product to the carrier. BEKO USA will arrange for transportation and insurance at Buyer's expense. The shipping date is an estimate and is subject to change by BEKO USA. The price stated includes only the product specified and is firm only for the period stated. Taxes shall be the responsibility of Buyer

2. Acceptance.

All orders are subject to acceptance by BEKO USA at its place of business.

3. Delays.

BEKO USA will not be responsible or liable for any loss, damage, or delay caused or occasioned by acts of God, transportation delays, accidents, fire, strike, civil or military authority, by the requirements of any statute, order, or directive of any government authority, or by any other cause beyond BEKO USA's reasonable control.

4. Inspection.

Buyer shall promptly inspect the products upon receipt and shall notify BEKO USA in writing of any nonconformity or defect within 10 days after receipt by Buyer. In the event Buyer does not act within the time limit, Buyer agrees that it shall be conclusively presumed to have accepted the products and to have waived any defect discoverable upon reasonable inspection. Where any tender of delivery by BEKO USA is rejected by Buyer as a result of a non-conformity or defect, BEKO USA may seasonably notify the Buyer of BEKO USA's intention to cure and may then make a conforming delivery within reasonable time, said reasonable time to be at least thirty (30) days following receipt of notice of Buyer that the goods are non-conforming or defective.

5. Payment/Security Interest.

erwise stated herein, the purchase price shall be payable to BEKO USA in U.S. dollars at BEKO USA's place of business, net 30 days from the invoice date. Amounts not paid when due will bear a late payment charge of 1.5% per month after 30 days. Buyer grants BEKO USA a purchase money security interest in the products and any proceeds thereof, as security for Buyer's obligation to pay the purchase price, and Buyer agrees to execute any financing statement or other instrument required to perfect such security interest. Buyer hereby agrees to BEKO USA's Terms and Conditions on the reverse side of the Invoice and grants BEKO USA a security interest, as defined by Article 9 of the Uniform Commercial Code, in the goods shipped by BEKO USA.

6. Warranty / Disclaimer.

All products manufactured by BEKO USA are warranted to the original buyer, for a period of 24-months. The warranty period begins on the date of shipment or upon final installation of product at BEKO USA's discretion. The products are warranted to be free of any defects in materials and workmanship, which render the products unfit for their intended use, and to conform to their specifications provided. Any warranty coverage including any extended warranty requires that all maintenance procedures, including filter element changes, must be carried out in accordance with the manual in order to maintain warranty coverage. For product lines DRYPOINT® RA, RA HT, RA LC and RS HP the warranty coverage is only provided if the following mandatory requirement is fulfilled: a CLEARPOINT® coalescing filter, Type-F [1 micron] or Type-S [0.01 micron] as manufactured by BEKO USA, must be installed directly at the inlet of the dryer. For product lines DRYPOINT® M, X and AC the warranty coverage is only provided if the following mandatory requirement is fulfilled: a CLEARPOINT® coalescing filter, Type-S [0.01 micron] as manufactured by BEKO USA, must be installed directly at the inlet of the dryer. For product lines DRYPOINT® RA, RA HT, RA LC and RS HP the heat exchanger is warranted to the original buyer, for a period of 60-months from the date of shipment or upon final installation of product at BEKO USA's discretion. The heat exchanger is warranted to be free of any defects in materials and workmanship, which render the heat exchanger to fail in its intended use or to conform to the original specifications provided. BEKO USA maintains, at their discretion, the option to offer the same warranty on the aforementioned product lines where no filter is present or another manufacturer's filter has been employed, provided that the previously stated performance and installation requirements, as well as the product quality standards of BEKO USA, have been met. The standard 24-month warranty for all products consists of a full warranty which includes parts and labor. The standard 60-month warranty specific to refrigerant air dryer heat exchangers consists of a full warranty which includes parts and labor. Labor costs are limited to a maximum hourly rate of \$85 (85 USD) and limited to certain maximum time allowances that have been predetermined by BEKO USA for a variety of specific maintenance and repair tasks. Incidental costs are not included. Refer to the Technical Service Support and Warranty Policy, which is available for your review by accessing the hyperlink provided above or obtained as an electronic copy from the Technical Service section of <u>BEKO</u> <u>USA's official website</u>. This Policy shall provide you with comprehensive information regarding product warranties, procedures, and reimbursement.

The optional 36-month warranty extension (i.e. Cover3More) is a limited extended warranty that covers parts only from months 25-60 and the extension does not apply to refrigerant air dryer heat exchangers. All of the aforementioned installation, performance, and quality requirements, howe must still be met in order to maintain extended warranty coverage. Failure to do so will render all warranties null and void. The limited extended warranty coverage may be purchased and applied to any of the BEKO USA product lines included in the scope of the Cover3More extended warranty program from the original date of sale up to 18-months thereafter. Extended warranty coverage may not be purchased during the final 6-months of the standard warranty coverage, which are months 19-24 from the date of shipment or at BEKO USA's discretion, the date of installation. The purchase price of the Cover3More limited extended warranty is not prorated and the current published purchase price is always applied. Should the extended warranty coverage be purchased post-delivery or sale then the serial number of all products to which the warranty shall be extended must be provided to BEKO USA at the time of purchase. Subject to terms in this Section, BEKO USA will repair or replace, at its option, any products or components that are found to be defective or nonconforming, provided that Buyer gives written notice of the defect or nonconformity within the warranty period. Buyer shall make the product or component available for BEKO USA's inspection or, at BEKO USA's option, shall return the product or component to BEKO USA FOB its manufacturing facility designated by BEKO USA. BEKO USA will return the product or component to Buyer, freight prepaid, to any location in the continental United States. This warranty shall be void in the event of: (a) Buyer's performing any warranty repair work to the product, whether directly or indirectly, without first obtaining written authorization from BEKO USA; (b) any modifications or additions to the product not previously expressly approved in writing by BEKO USA; (c) use of non-authorized replacement parts on the product; (d) misuse of failure to maintain or service the product in accordance with BEKO USA recommendations and guidelines. The warranty excludes all normal maintenance services. This warranty applies only if Buyer has followed BEKO USA's approved maintenance schedules and procedures. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR OBLIGATIONS, EXPRESSED OR IMPLIED. BEKO USA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY IS REPLACEMENT OR REPAIR, AT BEKO USA'S OPTION. BUYER'S SOLE REMEDY IS LIMITED TO REPAIR OR REPLACEMENT OF NON-CONFORMING GOODS. THERE ARE NO WARRANTIES WHICH

EXTEND BEYOND THE PROVISIONS OF THESE TERMS AND CONDITIONS.

7. Warning to Users.

BUYER ACKNOWLEDGES THAT USE OF THE BEKO USA PRODUCTS REQUIRES CAUTION ON THE PART OF USERS AND THAT FAILURE TO USE SUCH CAUTION CAN CAUSE SERIOUS PERSONAL INIURY, BUYER SHALL INSTRUCT ITS EMPLOYEES AND ANY OTHER PERSONS WHO MAY COME IN CONTACT WITH THE PRODUCTS ON PROPER USE AND SHALL PLACE APPROPRIATE WARNINGS IN LOCATIONS REASONABLY NECESSARY TO ALERT SUCH EMPLOYEES AND OTHER PERSONS TO THE NEED FOR CAUTION IN CONNECTION WITH USE OF THE PRODUCTS. BUYER SHALL INDEMNIFY AND HOLD HARMLESS BEKO USA FROM ANY LOSS, CLAIM, OR DAMAGES, INCLUDING ATTORNEYS' FEES AT TRIAL AND ON APPEAL, CAUSED IN WHOLE OR IN PART BY BUYER'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION.

8. Limitations of Liability. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS IN NO EVENT WILL BEKO USA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, SUSTAINED FROM ANY CAUSE RELATING TO THE PRODUCT OR ARISING OUT OF ANY LEGAL THEORY, WHETHER BREACH OF CONTRACT, NEGLIGENCE OR STRICT TORT LIABILITY. IN NO EVENT SHALL BEKO USA BE LIABLE TO BUYER FOR ANY CLAIM, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THE PRODUCTS SOLD, IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE SUBJECT PRODUCT. ANY LAWSUIT AGAINST BEKO USA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES, ARISING OUT OF OR RELATING TO THE SUBJECT PRODUCT, MUST BE FILED WITHIN ONE YEAR FROM SHIPMENT OF THE PRODUCT BY BEKO USA.

9. Disputes.

THIS SALE TRANSACTION SHALL BE DEEMED TO HAVE BEEN MADE AND ENTERED INTO IN ATLANTA, FULTON COUNTY, GEORGIA, THESE TERMS AND CONDITIONS SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA. BUYER HEREBY EXPRESSLY AGREES THAT FOR ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE PRODUCT BUYER WAIVES ALL RIGHTS TO A JURY TRIAL, AND JURISDICTION AND VENUE SHALL BE PROPER AND LIE SOLELY IN THE COURTS OF FULTON COUNTY, GEORGIA AND SHALL, ACCORDINGLY, BE HEARD ONLY IN SUCH COURTS. ANY DISPUTE, CONTROVERY OR CLAIM ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR THE PRODUCT SHALL BE SOLELY AND EXCLUSIVELY RESOLVED BY BINDING ARBITRATION IN FULTON COUNTY, GEORGIA PURSUANT TO THE EXPEDITED PROCEDURES OF THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION THEN IN EFFECT. ANY ARBITRATION AWARD SHALL BE FINAL AND CONCLUSIVE AND A JUDGMENT THEREON MAY BE ENTERED IN THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA. THE ARBITRATOR MAY AWARD ATTORNEYS' FEES AND COSTS.

10. Export Restrictions.

Buyer shall at all times comply with United States laws and regulations governing export control. Buyer shall not use, lease, or sell any products purchased from BEKO USA in any country, or to any other purchaser or lessee in any country of destination specified in Buyer's order, except in a manner expressly permitted by such laws and regulations.

11. Patents.

If Buyer becomes aware of any claim or allegation that a BEKO USA product infringes the patent or other rights of any third party, Buyer shall immediately notify BEKO USA in writing and shall give BEKO USA sufficient information to evaluate, defend, and possibly settle the claim. BEKO USA shall thereafter at its own expense and option: (a) settle the claim; (b) procure for Buyer the right to use the product; (c) replace or modify the product; (d) remove the product and refund the purchase price; or (e) defend the claim. If Buyer complies with its obligations under this paragraph, BEKO USA, using legal counsel of its exclusive choice, shall defend Buyer against any infringement claim based upon Buyer's use of the BEKO USA product and shall pay any costs and damages finally awarded by a court of competent jurisdiction based upon a finding that the BEKO USA product infringes the rights of a third party. If a court of competent jurisdiction enjoins use of the product, BEKO USA shall, at its option, undertake one of the options described in Clauses (b), (c), and (d) above or appeal such decision. This indemnity shall not apply to BEKO USA products that have been made to the specification or design of Buyer or to any product or part not manufactured by BEKO USA. The rights set forth in this paragraph shall be the sole and exclusive rights of Buyer with respect to patent and other intellectual property rights

12. Returns.

Products may be returned to BEKO USA only with BEKO USA's prior written authorization. Refunds, restocking fees, and any other disputed amounts are subject to the exclusive discretion of BEKO USA for ALL products. BEKO USA reserves the right to refuse the return of any product at any time and for any reason. In order to receive credit, parts must be returned in their original, complete packaging and in unused condition. If a cart is returned without the original packaging, BEKO USA will deduct the necessary amount from the credit to cover the cost of repackaging the return. Equipment and parts may be returned within 60-days from the date of purchase. All items are subject to a 10% restocking

13. Precedence.

These terms and conditions take precedence over Buyer's additional or different terms and conditions, and BEKO USA's agreement to sell products to Buyer, and any acceptance by Buyer, are specifically limited to these terms and conditions. In the absence of Buyer's signature Buyer shall be bound by all of these terms and conditions: (a) 10 days after Buyer receives these terms and conditions unless written notice of objection is given to BEKO USA within the 10-day period; (b) when Buyer issues any instructions to BEKO USA and BEKO USA makes a substantial beginning of manufacture of the products or commitments for their procurement; (c) with respect to any products for which payment has been made and accepted or which Buyer has received and accepted.

14. Entire Agreement.

THESE TERMS AND CONDITIONS TOGETHER WITH ALL INVOICES FROM BEKO USA CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT PRODUCTS, AND ANY REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS THAT DIFFER IN ANY WAY THEREFROM SHALL BE GIVEN NO FORCE OF EFFECT. THESE TERMS AND CONDITIONS MAY NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BEKO USA.