Performance Guarantee for QUENCHERtm Spark Arrestors

The QUENCHER is a static turbulator device that operates by cooling glowing sparks/embers within the exhaust ducting system. By changing the characteristics of the gas flow, through the duct, from laminar to turbulent flow; it will cool sparks that are over 20 microns in diameter with an average grain loading of less than 10 grains per cubic foot of sparks. This change in type of flow causes a relative velocity difference between the sparks and the gas flowing past the sparks. It is effective when the air temperature in the process is lower than the spark temperature. The sparks will be cooled to within 20° F of the gas temperature in the duct and well below ignition temperature. The QUENCHER is suitable for spark arrestor duty and under the conditions described herein, will eliminate any sparks and embers from the air stream. It is a good safety device but no guarantee against all factors which cause fires/explosions.

The operating conditions are that the conveyed material has been completely combusted and is strictly in the form of embers before reaching the QUENCHER. The QUENCHER will not stop an explosion or flame front propagating in the duct and to the dust collector. It is not meant to be used in lieu of a fire or explosion suppression system. When the design of the process gas system mixes different gas streams at different temperatures, the QUENCHER functions as an air blender and will lower the mixture temperature to a theoretical value of a well mixed gas stream with a temperature gradient of approximately 20°F. The mixture must have a suitable mixture composition to prevent a flame from developing in and through the QUENCHER, as described above. The QUENCHER must be selected for a specific range of air speed gas flow through the turbulator cell which is the SCFM range stated on the product specification sheets. The effectiveness and pressure drop across the device is related to the gas density and volume flowing through the QUENCHER & cell cleaner, and, proper installation (such as respecting straight duct sections entering and leaving the device and vertical install limitations). The QUENCHER can be supplied with a pneumatically actuated Booster-Cell Cleaner to prevent dust from settling in the relatively slow speed through the cell.

Pressure drop through the device is excluded from the Guarantee and Warranty, due to its unpredictable nature.

An error in the selection or application, causing the possible return/exchange of a unit, with QAM authorization, must be claimed and received at the factory within 90 days of the original ship date, or, you will be expected to pay the full purchase price.

One Year Limited Warranty

The QUENCHER when purchased and installed for industrial use is warranted by Quality Air Management (QAM) to the purchaser for one (1) year against defects in material or, workmanship of the product. Any defective part in the product will be, at QAM's option, either repaired or replaced. The purchaser must return, with all transportation charges prepaid by said purchaser to Customer Service Department, Quality Air Management. The repaired or replacement part will, in turn, be shipped by QAM, to the purchaser, freight collect, with the purchaser to be responsible for all freight charges. The warranty on any repaired or replacement part shall be for duration of time no longer than the remaining or unexpired term of the original warranty. This warranty does not cover any labor or other service charges incurred by the purchaser.

Disclaimers and Exclusions

- 1. No warranty or technical support will be provided when there is a delinquent or past due payment by the purchaser.
- 2. <u>Complete</u> jobsite and operating conditions must be provided, by the purchaser, either on our job survey forms or with the quote request or with the purchase order. Otherwise the performance guarantee and/or warranty shall be void.
- 3. The warranty described hereinabove shall be IN LIEU of any other warranty, express or implied. Except as set out hereinabove, there are NO other warranties and any statutory or implied warranty of MERCHANTABILITY or fitness for a particular purpose is EXCLUDED from this transaction and shall not apply.
- 4. The purchaser agrees that his sole and exclusive remedy against QAM shall be for the repair or replacement of defective parts as provided hereinabove. The purchaser agrees that NO OTHER REMEDY (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to him. The sole purpose of the stipulated exclusive remedy provided for herein, shall be to provide the purchaser with repair and replacement of defective parts in the manner provided for herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as QAM is willing and able to repair or replace defective parts in the prescribed manner. The purchaser shall not be required to deliver a defective part to QAM, if:
 - (1) The part was destroyed as a result of its defect or any defect in any part covered in this warranty; and
 - (2) QAM is reasonably satisfied that the part was defective at the time of sale.

If both of these conditions are met, QAM will replace the part in the same manner provided herein as if the purchaser had delivered it to OAM.

- 5. The purchaser acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any product of QAM, have been made to purchaser by QAM, or its dealer, which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the purchaser, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, express or implied, of QAM.
- 6. There is NO WARRANTY for any defective part of a QAM product which has been removed from its original installation site or which arises from mishandling, neglect, fire, flood, lightning, corrosive atmosphere, improper installation of the product, unauthorized modification of the product, improper fuel or electrical supply to the product. There is NO WARRANTY for any defective part of a QAM product that arises from the failure of the purchaser to perform the normal and routine maintenance on the product as it is set out in the owner's manual. There is NO WARRANTY for any defective part of a QAM product that arises from a change of application, or collected contaminant from that which was initially specified.
- 7. The foregoing does not apply to components which were not manufactured by QAM or its licensee.
- 8. This warranty and all rights granted herein under shall be void and of no force or effect if consumable elements (i.e. filters) are replaced with elements that are not approved or supplied by Quality Air Management.

 QAM phone: 1-800-267-5585, www.qamanage.com