

# SPX Cooling Technologies Certification of Limited Warranty

SPX Cooling Technologies, Inc. ("SPX Cooling") hereby warrants the stainless steel Marley® MD™ cooling tower as follows:

1. This MD tower will be free from all defects in material and workmanship for a period of (5) five years from date of shipment by SPX Cooling to the original installation
2. SPX Cooling warrants that the mechanical equipment, which is limited to the fan(s), gearbox(es), shaft(s), coupling(s), sheaves (if applicable), premium efficiency motor(s) and mechanical equipment support(s), [but excluding epect and standard efficiency motors and all motor components, which are warranted by its manufacturer and items such as bearing assemblies and V-belts (if applicable) which are warranted for (18) months and oil seals which are warranted for (18) months with replacement seals furnished through the mechanical warranty] will be free from defects in material and workmanship for a period of (5) five years from the date of shipment by SPX Cooling to the original installation. To obtain the expected life of the Geareducer® and warranty coverage, scheduled maintenance, in accordance with the Marley User Manuals, is required to check oil level, check for leaks in oil plugs, lube line connections, seals and correct as necessary during that time. All other nonstandard purchased equipment, such as electrical equipment, consisting of motor controls, Marley VFD, basin heaters, low water makeup valves, etc. are excluded from this five year warranty and will carry the standard warranty provided by its manufacturer or in accordance with an SPX Cooling warranty certificate for that product. The majority of all nonstandard purchased equipment is shipped either loose or in plastic containers in the basin of the tower. These components must be stored in a dry and secured environment until actual installation. Reported issues stemming from moisture in the components or loss of components will not be warranted. To obtain the expected life of the motor and warranty coverage, motors must be installed and operated following the *Marley Electric Motor User Manual Z0239042*.
3. SPX Cooling further warrants that the stainless steel MD tower meets the performance standards set forth in CTI Standard STD-201 Certification Standard for Water Cooling Towers. Performance altering operations such as reduced horsepower or fan speed changes voids CTI Certification.

The obligation under this warranty is limited to the repair or the replacement of defective materials, at SPX Cooling's option, F.O.B. original shipping point or EXWORKS plant. Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty. This warranty is non transferable.

This warranty does not obligate SPX Cooling to bear the cost of labor, transportation charges, or other costs incurred in connection with the repair or replacement of defective parts; nor does this warranty apply to normal wear and tear nor to damage resulting from operations not conforming with the MD's operation and maintenance instructions, accident, alteration, misuse or an abnormally corrosive or abrasive use environment.

Failure of SPX Cooling to exercise or enforce any right or provision under this warranty shall not constitute a waiver of such right or provision.

**SPX Cooling's total liability for damages related to the performance of or failure to perform shall be limited to the amount of the contract price and in no event shall either party hereto be responsible or held liable to the other for any special, punitive, indirect, incidental, or consequential damages.**

**The above warranties are in lieu of all other warranties expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from this agreement.**

Registration of this warranty is required within 90 days of installation of your product to validate the warranty. Registration will also ensure receipt of the latest product information and owner notices. To register go to [spxcooling.com/en/registration](http://spxcooling.com/en/registration) and complete the form.



**SPX Cooling Technologies, Inc.**

7401 W 129 Street | Overland Park, KS 66213  
913 664 7400 | [spxcooling.com](http://spxcooling.com)

WARRANTY 08-1658D