

## Longhill Energy Parts and Labour Warranty Terms and Conditions

### Longhill Energy Labour Warranty

The Longhill Energy Labour Warranty explicitly covers the labour required to replace or repair defective or warrantable parts and/or equipment supplied by Longhill Energy. The warranty is only valid subject to the following conditions:

1. The labour warranty was quoted and is under contract by the purchase order for the equipment ordered.
2. The labour warranty request is from the company or agent for the company which executed the purchase order for the labour warranty.
3. The labour warranty is only valid during the warranty period. The warranty period shall expire 18 months after the equipment ships from the factory or 12 months from the date of start-up, whichever comes first, unless specified otherwise on the Longhill Energy quotation under purchase order.
4. The equipment and labour warranty has been paid in full, and is not subject to holdback of any conditions or under any circumstance.

The Longhill Energy Labour Warranty does not include the following:

1. Labour required to diagnose an issue, whether or not the diagnosis reveals parts or repairs that are warrantable. If diagnosis is performed by Longhill Energy or one of its agents, the labour involved is chargeable back to the party issuing the request for warranty labour.
2. Any movement of equipment, furniture, chattels, etc. that may encumber a technician from performing warranty labour.
3. Access requirements including but not limited to lifts, scaffolding, ladders higher than 6 feet, etc.
4. Removing the unit from its installation location, or from site in order to perform work
5. Any work done outside normal business hours is chargeable back to the party issuing the request for warranty labour.
6. Unreasonable time requirements, including but not limited to, site training, security check points, security escorts, lost time due to extended waiting periods, improper scheduling, multiple visits. If any unreasonable time loss occurs, the time will be chargeable back to the party issuing the request for warranty labour.
7. Parts removed under warranty will be sent to the factory for review, if the parts replaced under warranty are identified as “working as intended” or “not defective”, the labour warranty call is chargeable back to the party issuing the request for warranty labour.
8. Replacement of consumable parts.
9. Unit Start-up
10. Unit commissioning
11. Owner Training
12. Parking fees

13. Shipping Fees

14. Excessive Travel. Travel outside the city of Ottawa will be charged at a rate of \$150/hr (\$300/hr for overtime) and \$0.55/km.

The Longhill Energy Labour warranty is void under the following conditions:

1. Service clearances have not been respected as per the equipment's installation and operation manual (IOM).
2. The equipment has been modified in any way.
3. The equipment has been operated during the construction period.
4. The equipment has been operated before undergoing an official unit start-up by a factory trained or qualified technician as approved by Longhill Energy, and the equipment has been approved for use.
5. The equipment has not been paid in full.
6. Any repair, maintenance or warranty work has been performed by anyone other than Longhill or one of Longhill's approved agents.

### **Longhill Energy Parts Warranty**

Longhill Energy does not warranty any parts whatsoever. All parts shall fall explicitly under the equipment manufacturer's parts warranty. Longhill Energy will act as liaison between the contractor and the manufacturer to facilitate warranty claims but shall not be held responsible or liable for any parts that have failed. Any parts ordered through Longhill Energy for manufacturer's warranty shall be done so under a purchase order by the purchasing party. If and when a part is deemed warrantable by the manufacturer, a credit will be issued against the customer supplied purchase order.

### **Longhill Energy Start-up**

If engaged under contract, Longhill Energy or one of its approved agents will perform the official, approved start-up on the equipment under contract. The contract will explicitly include only the start-up of the equipment under contract, as specified by the manufacturer of said equipment. In order to perform the start-up, the following conditions shall be met:

1. All construction must be completed.
2. All requirements outlined in the equipment's pre-start-up checklist must be completed.
3. A pre-start-up checklist must be submitted, reviewed and approved by Longhill Energy.
4. All controls must be completed, tied in, and operational.
5. Appropriate time and space must be allocated in order to perform the equipment start-up.

The Longhill Energy Start-up does not include the following:

1. Completion of any construction. This includes but is not limited to, general construction, controls, cleaning, electrical tie-ins, or balancing. If any of these items are not complete at the time of scheduled start-up, the Start-up will be cancelled and there will be a minimum charge for the visit that is chargeable and payable before Longhill Energy or its approved agent returns to site to complete the start-up.
2. Control of other equipment or controls on site to perform start-up.
3. Air or Water Balancing
4. Any movement of equipment, furniture, chattels, etc. that may encumber a technician from performing equipment start-up.
5. Access requirements including but not limited to lifts, scaffolding, ladders higher than 6 feet, etc.
6. Removing the unit from its installation location, or from site in order to perform work.
7. Any work outside normal business hours expenses are chargeable back to the party who contracted Longhill Energy to perform equipment start-up
8. Staged Start-up. Start-up quotations are based on accessing all equipment as required. If start-up is staged or phased whereby only portions of the start-up can be completed during a visit, all extra visits will be chargeable back to the party who contracted Longhill Energy to perform equipment start-up.
9. Unreasonable time requirements, including but not limited to, site training, security check points, security escorts, lost time due to extended waiting periods, improper scheduling, multiple visits. If any unreasonable time loss occurs, the time will be chargeable back to the party who contracted Longhill Energy to perform equipment start-up.
10. Dead on Arrival or DOA units or parts are considered a labour warranty issue, and are not included under product supply or start-up.
11. Replacement of consumable parts.
12. Labour warranty
13. Unit commissioning
14. Owner Training
15. Parking fees
16. Excessive Travel. Travel outside the city of Ottawa will be charged at a rate of \$150/hr (\$300/hr for overtime) and \$0.55/km.

The party who contracted Longhill Energy to perform equipment start-up shall ensure they provide all necessary support and make every effort necessary in order for Longhill Energy and its agents to perform the equipment start-up. They will not deny site access to Longhill Energy, or its agents regardless of what company by which they are employed.