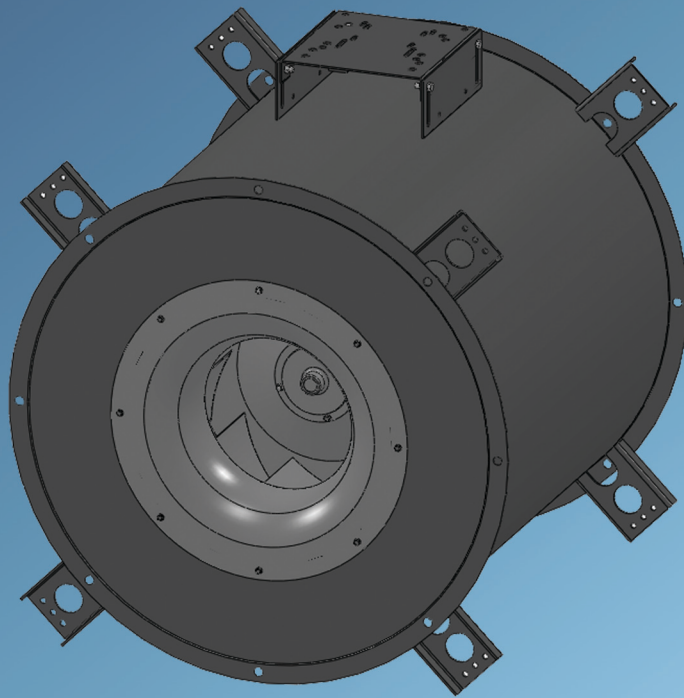


Belt Drive In-Line Centrifugal Exhaust

Model TIB



MAX Flow: 19,000 (CFM)
Max SP: 5.75" (in. w.g.)
Max Temp: 200°F



Est. 1938

ACME ENGINEERING & MANUFACTURING CORPORATION / MUSKOGEE, OKLAHOMA

Quality and Service that will Blow you Away!

Industry Leadership

Founded in 1938, Acme Engineering and Manufacturing Corporation is known worldwide as a leader in the manufacture of fans, blowers, and ventilation equipment. Acme's growth over the past half century is a tribute to superior quality, customer loyalty, and dedicated employees and sales representatives.

Today, from its headquarters in Muskogee, Oklahoma, Acme serves customers worldwide with high quality air movement and control products.

Manufacturing

With approximately 350,000 square feet of manufacturing space, Acme produces one of the broadest lines of air moving equipment in the industry. State-of-the-art manufacturing equipment and a well trained, experienced workforce is the key to Acme's timely delivery of quality air moving products.

Engineering

The Acme Research and Engineering Center operates both air and sound laboratories. The Center houses four wind tunnels with a data acquisition system, a reverberant sound room with the latest sound analyzer equipment, and a structural laboratory for stress and vibration analysis. Solid modeling, and finite element analysis support product research and development. The Center also houses a fully equipped prototype facility enabling Acme to develop and introduce new products to the market in the shortest time possible.

Sales & Service

A factory trained, knowledgeable sales organization addresses the needs of many diverse and distinct markets. Customers around the world are serviced by a complete system of sales representatives, equipment distributors and local dealers supported by nationwide distribution centers and backed by a staff of sales and marketing professionals.

Quality

A highly trained engineering and production staff set the standard for dependable, quality air moving products. By using the latest computer techniques for research and design, and rigorous quality control standards Acme can offer one of the best warranty programs in the industry. Our exclusive 2/5 year limited warranty provides our customers with confidence...Year After Year.



**SYMBOL
OF QUALITY**



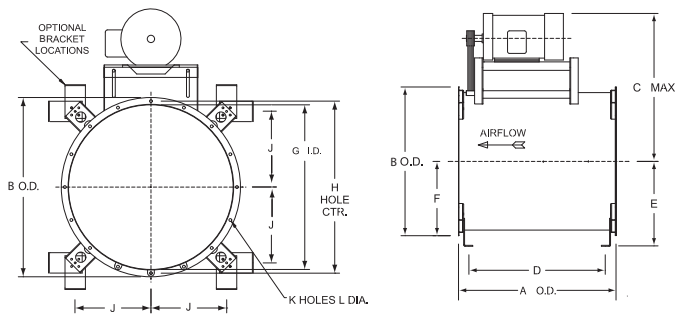
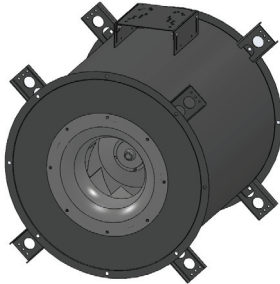
Belt Drive Inline Centrifugal Exhauster Model TIB



U.L. 705 Listed



Model TIB is a belt drive, centrifugal exhauster with the motor, drives and bearings located outside the airstream. The TIB is designed to operate in any position and is furnished with mounting flanges on both ends for easy installation. Model TIB has a wide range of static pressures.



Standard Construction Features

Housing

- Heavy gauge, rolled steel construction
- Standard charcoal baked enamel finish provides a tough, durable surface

Inlet and Outlet

- Rolled flange at each end for ease of mounting
- Inlet and outlet diameters are identical to accommodate a single duct size

Orifice

- Streamlined, continuously welded, aluminum orifice is optimally matched to the wheel and bolted onto the inlet

Universal Mounting Brackets

- 8 Heavy duty, steel mounting brackets with 4 interchangeable, bolted on mounting feet allow the TIB to be mounted in any position
- Compatible with isolators
- Standard coating is charcoal baked enamel

Fasteners

- Dichromate plated, steel fasteners

Wheel

- Aluminum, centrifugal wheel with backward curved blades
- Non-overloading design for high efficiency and minimal sound
- The dynamically balanced impellers for our products are balanced to the grade G6.3 as described in the standards:
 - ANSI/AMCA 204 "Balance Quality and Vibration Levels for Fans"
 - ISO 14694 "Fans – Specifications for balance quality and vibration levels"

Bearings

- Acme D.S. Pillow Block Bearings are resiliently mounted in neoprene rings and permanently lubricated in a duplex split pillow housing
 - Rated at L₅₀ life of 200,000 hours
 - 5 year limited warranty

Shaft

- Corrosion-resistant coated, steel shaft
- Sized so that first critical speed is at least 25% over the max operating speed

Motor

- Continuous duty motors with sealed ball bearings
- Motors are located outside the airstream
- Motors are bolted solid to the mount

Drive Assembly

- Variable pitch drive assembly
- Cast iron drives sized for 150% of fan horsepower
- Static free, oil, and heat-resistant belts

Belt and Bearing Enclosure

- Streamline enclosure virtually eliminates turbulence and air drag
- Bearings are ventilated with outside air for longer life

Disconnect Device

- Standard without disconnect device

Nameplate

- Permanently affixed manufacturer's nameplate containing the tag information, model number, and serial number, for future identification; CFM and static pressure (inches w.g.) are included when selected through air and sound

DIMENSIONS

Fan Model	A	B	C	D	E	F	G	H	J	K	L
TIB80	23	23.38	30	18.91	13.38	11.69	20.19	21.88	10.02	8	0.63
TIB100	23	23.38	30	18.91	13.38	11.69	20.19	21.88	10.02	8	0.63
TIB120	23	23.38	30	18.91	13.38	11.69	20.19	21.88	10.02	8	0.63
TIB135	25	27.75	36	20.91	14.94	13.88	24.56	26.19	11.58	8	0.63
TIB150	27	27.75	36	22.91	14.94	13.88	24.56	26.19	11.58	8	0.63
TIB155	27	27.75	36	22.91	14.94	13.88	24.56	26.19	11.58	8	0.63
TIB160	27	27.75	36	22.91	14.94	13.88	24.56	26.19	11.58	8	0.63
TIB165	27	27.75	36	22.91	14.94	13.88	24.56	26.19	11.58	8	0.63
TIB185	32	33.13	39	27.91	16.85	16.57	29.95	31.57	13.50	16	0.63
TIB200	38	39.56	44	33.91	22.60	19.78	36.34	38.00	16.72	16	0.63
TIB235	41	47.69	51	36.91	25.45	23.85	44.41	46.13	19.57	16	0.63
TIB240	41	47.69	51	36.91	25.45	23.85	44.41	46.13	19.57	16	0.63
TIB245	41	47.69	51	36.91	25.45	23.85	44.41	46.13	19.57	16	0.63
TIB290	48	53.44	54	43.91	27.33	26.72	49.13	51.69	21.42	16	0.75
TIB295	48	53.44	54	43.91	27.33	26.72	49.13	51.69	21.42	16	0.75
TIB300	48	53.44	54	43.91	27.33	26.72	49.13	51.69	21.42	16	0.75
TIB355	55	58.56	57	50.91	32.01	29.28	54.26	56.81	24.58	16	0.75
TIB360	55	58.56	57	50.91	32.01	29.28	54.26	56.81	24.58	16	0.75
TIB365	55	58.56	57	50.91	32.01	29.28	54.26	56.81	24.58	16	0.75

Dimensions are shown in inches.



Acme Engineering & Manufacturing Corporation certifies that the models shown herein are licensed to bear the AMCA seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 211 and AMCA Publication 311 and comply with the requirements of the AMCA Certified Ratings Program.

Optional Accessories

Disconnect Switch

- Nema 3R - Protection from rain, sleet, snow
- Explosion proof switch shipped separate when explosion proof motors are selected

Access Door

- Gasketed, oversized, bolted-on access door for servicing
- Heavy duty steel with charcoal baked enamel finish

Bearings

- Pillow block bearings with external lube fittings
- Rated at L50 life of 200,000 hours
- 2 year limited warranty

Fixed Pitch Drive Assembly

- Cast iron drives sized for 150% of fan horsepower
- Static free, oil, and heat-resistant belts

Spark Resistant Construction

- Constructed to meet AMCA B specifications

Inlet and Outlet Guard

- Galvanized wire

Belt Guard/Motor Cover

- Steel construction with charcoal baked enamel finish
- Removable for access to the motor/drive assembly

Isolators

- Hanging Spring (HSI)
- Hanging Rubber (HRI)
- Base Spring (BSI)
- Base Rubber (BRI)

Stainless Steel Tag

- 4" x 2" With model, order number, and tag information

Optional Coatings

- Charcoal Epoxy
- Heresite

 Not factory mounted, shipped separately

Unless specifically shown as not mounted, option/accessory is mounted.

Performance Data

TIB135 PERFORMANCE DATA

[illegible]

TIB150 PERFORMANCE DATA

[illegible]

TIB155 PERFORMANCE DATA

CFM and Sones vs. Static Pressure																																														
RPM	0.000"		0.250"		0.500"		0.750"		1.000"		1.250"		1.500"		1.750"		2.000"		2.250"		2.500"		2.750"		3.000"		3.250"		3.500"		3.750"		4.000"		4.250"		4.500"		4.750"		5.000"					
	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone				
1471	969		911		853		789		708		610		458																																	
	0.18	6.60	0.21	9.50	0.23	14.00	0.25	17.00	0.27	19.20	0.29	21	0.28	21																																
1613	1062		1008		955		902		838		762		671		532																															
	0.24	7.90	0.27	11.30	0.30	14.80	0.32	18.30	0.34	21	0.36	23	0.38	24	0.37	25																														
1853	1220		1171		1128		1082		1034		979		916		848		761		640		518																									
	0.37	10.20	0.40	14.80	0.43	15.90	0.46	20	0.49	24	0.51	26	0.54	29	0.56	30	0.57	32	0.56	33	0.56	33																								
2121	1397		1351		1316		1275		1236		1194		1149		1098		1040		981		922		816		710		604																			
	0.55	13.50	0.58	19.90	0.62	18.70	0.66	23	0.69	27	0.72	30	0.75	33	0.78	36	0.81	38	0.83	40	0.86	42	0.85	43	0.84	43	0.83	43																		
2300	1515		1471		1438		1403		1365		1330		1290		1249		1202		1150		1096		1041		976		879		781		683		585													
	0.70	15.50	0.74	23	0.78	22	0.82	23	0.86	28	0.90	32	0.93	35	0.96	38	0.98	41	1.02	43	1.05	45	1.08	47	1.10	49	1.09	49	1.08	50	1.07	50	1.06	50												
2633	1734		1693		1664		1636		1604		1570		1539		1509		1472		1437		1396		1354		1307		1259		1212		1164		1094		1009		923		838		753					
	1.05	18.40	1.09	26	1.14	26	1.19	25	1.24	28	1.28	32	1.32	36	1.36	40	1.40	42	1.43	45	1.46	48	1.50	50	1.53	52	1.57	54	1.60	56	1.64	58	1.64	59	1.63	60	1.62	60	1.61	60	1.60	60				

Performance certified is for installation type B: Free inlet, Ducted outlet. Power rating (BHP) does not include transmission losses. Performance ratings do not include the effects of appurtenances (accessories).

The sound ratings shown are loudness values in hemispherical sones at 1.5 m (5 ft) in a hemispherical free field calculated per AMCA Standard 301. Values are shown for Installation Type B: free inlet hemispherical sone levels.

Performance Data

TIB160 PERFORMANCE DATA

[illegible]

TIB165 PERFORMANCE DATA

[illegible]

TIB185 PERFORMANCE DATA

CFM and Sones vs. Static Pressure																																																				
RPM	0.000"		0.250"		0.500"		0.750"		1.000"		1.250"		1.500"		1.750"		2.000"		2.250"		2.500"		2.750"		3.000"		3.250"		3.500"		3.750"		4.000"		4.250"		4.500"		4.750"		5.000"											
	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone										
803	2795		2390		1930																																															
	0.19	2.60	0.24	5.60	0.28	5.20																																														
881	3067		2693		2321		1393																																													
	0.25	3.10	0.31	6.80	0.36	6.60	0.33	6.40																																												
1012	3524		3199		2887		2524		1526																																											
	0.38	4.70	0.45	9.60	0.51	9.50	0.56	9.00	0.50	8.70																																										
1158	4033		3750		3467		3198		2856		2117																																									
	0.56	6.20	0.64	12.10	0.72	12.30	0.79	11.70	0.84	11.40	0.80	11.20																																								
1256	4374		4111		3848		3603		3329		2973		2127																																							
	0.72	7.00	0.81	13.50	0.89	13.90	0.97	13.70	1.04	13.00	1.09	12.70	0.99	12.60																																						
1437	5005		4771		4547		4320		4106		3870		3602		3234		2249																																			
	1.08	8.70	1.18	15.70	1.28	17.10	1.36	17.10	1.46	16.80	1.54	16.20	1.61	16.10	1.64	15.60	1.44	15.60																																		
1582	5510		5297		5098		4883		4685		4491		4274		4038		3722		3271																																	
	1.43	10.30	1.55	17.80	1.66	19.90	1.76	19.80	1.86	20	1.96	19.60	2.05	18.90	2.13	18.90	2.17	18.50	2.15	18.10																																
1811	6308		6121		5941		5765		5577		5404		5235		5066		4865		4658		4402		4110		3540																											
	2.15	12.90	2.28	21	2.41	24	2.53	25	2.64	25	2.76	25	2.88	25	2.99	24	3.09	24	3.18	24	3.24	24	3.28	23	3.15	23																										

Performance certified is for installation type B: Free inlet, Ducted outlet. Power rating (BHP) does not include transmission losses. Performance ratings do not include the effects of appurtenances (accessories).

The sound ratings shown are loudness values in hemispherical sones at 1.5 m (5 ft) in a hemispherical free field calculated per AMCA Standard 301. Values are shown for: Installation Type B: free inlet hemispherical sone levels.

Performance Data

TIB360 PERFORMANCE DATA

CFM and Sones vs. Static Pressure																																																				
RPM	0.000"		0.250"		0.500"		0.750"		1.000"		1.250"		1.500"		1.750"		2.000"		2.250"		2.500"		2.750"		3.000"		3.250"		3.500"		3.750"		4.000"		4.250"		4.500"		4.750"		5.000"		5.250"		5.500"		5.750"					
	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone						
476	6885		6185		5349		3962																																													
	0.50	10.70	0.69	10.10	0.82	9.60	0.86	9.40																																												
516	7464		6827		6119		5090		2898																																											
	0.64	12.20	0.84	11.60	1.00	11.10	1.09	10.60	0.96	10.20																																										
590	8535		7993		7430		6698		5732		4124																																									
	0.96	15.50	1.19	17.30	1.39	14.60	1.54	13.90	1.64	13.40	1.56	13.30																																								
650	9403		8901		8383		7816		7076		6168		4682																																							
	1.28	18.00	1.53	23	1.77	17.20	1.96	16.30	2.11	16.00	2.19	15.70	2.11	15.60																																						
744	10764		10309		9884		9442		8909		8277		7538		6580		5114																																			
	1.92	22	2.21	32	2.50	21	2.74	21	2.96	19.90	3.13	19.80	3.26	19.10	3.29	19.50	3.12	19.20																																		
882	12761		12364		12026		11635		11267		10852		10388		9829		9206		8524		7639		6423		1997																											
	3.20	30	3.55	48	3.89	36	4.23	28	4.51	28	4.78	27	5.01	26	5.21	26	5.37	25	5.47	25	5.47	26	5.28	25	3.00	19.70																										
1010	14613		14266		13950		13663		13299		12975		12661		12242		11843		11352		10809		10265		9631		8846		7905		6609																					
	4.80	38	5.20	64	5.60	54	5.98	41	6.37	35	6.70	35	7.01	34	7.31	33	7.56	33	7.78	32	7.99	32	8.13	31	8.23	31	8.22	32	8.10	32	7.70	31																				

TIB365 PERFORMANCE DATA

CFM and Sones vs. Static Pressure																																		
RPM	0.000"		0.250"		0.500"		0.750"		1.000"		1.250"		1.500"		1.750"		2.000"		2.250"		2.500"		2.750"		3.000"		3.250"		3.500"		3.750"		4.000"	
	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone	BHP	Sone
390	8929		7552		5251																													
	0.61	9.60	0.77	8.80	0.83	8.30																												
423	9685		8414		6780																													
	0.78	11.40	0.96	10.50	1.08	9.30																												
484	11083		10015		8764		6758																											
	1.16	15.30	1.37	14.20	1.56	12.70	1.59	12.10																										
533	12206		11245		10184		8851		5883																									
	1.55	18.40	1.78	18.60	2.00	16.70	2.16	15.30	1.94	15.20																								
610	13970		13130		12211		11249		10041		7826																							
	2.33	23	2.59	27	2.84	22	3.08	20	3.24	19.10	3.10	19.30																						
724	16582		15899		15165		14350		13556		12587		11395		9456		3917																	
	3.89	31	4.21	39	4.52	29	4.81	28	5.09	26	5.32	25	5.43	24	5.23	25	3.05	23																
828	18964		18408		17725		17079		16362		15685		14869		13971		12834		11174		7234													
	5.82	39	6.21	51	6.54	42	6.89	36	7.22	35	7.55	33	7.83	32	8.04	31	8.13	30	7.92	31	6.19	30												

Performance certified is for installation type B: Free inlet, Ducted outlet. Power rating (BHP) does not include transmission losses. Performance ratings do not include the effects of appurtenances (accessories).

The sound ratings shown are loudness values in hemispherical sones at 1.5 m (5 ft) in a hemispherical free field calculated per AMCA Standard 301. Values are shown for: Installation Type B: free inlet hemispherical sone levels.

Page 11

TERMS AND CONDITIONS OF SALE

ACCEPTANCE All orders and sales are subject to written approval and acceptance by an executive officer of Acme Engineering & Manufacturing Corporation at Muskogee, Oklahoma, (the "Company") and are not binding on the Company until so approved.

DELIVERY All shipping and delivery dates are estimated only. No delays in delivery will subject the Company to any costs, damages or fees for late delivery. Delivery of the products herein specified shall be made F.O.B. point of shipment, unless otherwise stated. The Company shall not be liable for delay due to causes beyond its reasonable control, such as Acts of God, acts of the purchaser, acts of civil or military authorities, priorities, fires, strikes, floods, epidemics, war, riots, delays in transportation, car shortages, and inability, due to reasons beyond its reasonable control, to obtain necessary labor, material, or manufacturing facilities. In the event of such a delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TERMS OF PAYMENT If, in the judgment of the Company, the financial condition of the purchaser at any time does not justify continuation of manufacture or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. Each shipment or delivery shall constitute a separate sale, and the default of any shipment or delivery shall constitute a separate sale, and the default of any shipment or delivery shall not vitiate the contract as to other shipments or deliveries.

SALES AND SIMILAR TAXES The Company's prices do not include sales, use, excise, or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise, or other similar tax applicable to the sale of the product herein shall be paid by the Purchaser, or in lieu thereof

the Purchaser shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.

CANCELLATION Any contract resulting from the Purchaser's order may be canceled by the Purchaser only by negotiations and upon payments of reasonable cancellation charges which will take into account expenses already incurred and commitments made by the Company.

DESIGN CHANGES The Company reserves the right to make changes in design, improvements and additions in and to its products any time without imposing any liability or obligations to itself to apply or install the same in any product manufactured by it.

TITLE The title and right of possession of the products sold herein shall remain with the Company and such products shall remain personal property until all payments herein (including deferred payments whether evidenced by notes or otherwise) shall have been made in full in cash and the Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Company.

PRICE ADJUSTMENTS Prices are subject to change upon notice by the Company. Prices on existing orders are subject to surcharges in the event of cost increases of metals and transportation. All complete component accessory material manufactured by others and furnished with the Company's products such as motors, drives, vibration equipment, controls or other completely assembled component structures, are subject to adjustment to the price at time of shipment regardless of the date of original order entry.

SAFETY ACCESSORIES The Company manufactures products designed to serve multiple applications and offers a wide range of safety equipment, including guards and other devices, as may be required to meet

customer specifications. Without exception, the Company recommends that all orders include applicable safety devices. Products ordered without applicable safety devices is clearly the responsibility of the Purchaser. Further, the Purchaser warrants that it has determined and acquired any and all safety devices required for products sold by the Company. Weather covers and guards for motor and V-belt drives, couplings, shafts and bearings, along with inlet and outlet screens, are optional accessories noted in the price list.

GOVERNING LAW The rights, obligations and remedies of Purchaser and the Company, the interpretation of these terms and conditions and the sale of products by the Company shall be governed by Oklahoma law, without regard to any principles of conflict of laws.

ARBITRATION Any dispute arising under or in connection with these terms and conditions or the sale of products shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The dispute shall be resolved by one neutral arbitrator who shall have no affiliation with either Purchaser or the Company and shall be selected by the American Arbitration Association office in Dallas, Texas. The arbitration proceedings shall be held in Muskogee, Oklahoma.

APPLICABLE DOCUMENTS The agreement between the Company and the Purchaser relating to the products includes these terms and conditions of sale, any applicable installation and maintenance instructions provided by the Company and any terms appearing on the Company's quotation, sales order acknowledgment and invoice.

WARNING Acme products are designed and manufactured to provide reliable performance but they are not guaranteed to be 100% free of defects. Even reliable products will experience occasional failures and this possibility should be recognized by the Purchaser and all End Users. If these products are used in a life support ventilation system where failure could result in loss or injury, the Purchaser and all End Users should provide adequate back-up ventilation, supplementary natural ventilation or failure alarm system, or acknowledge willingness to accept the risk of such loss or injury.

WARNING DO NOT use in HAZARDOUS ENVIRONMENTS where fan's electrical system could provide ignition to combustible or flammable materials unless unit is specifically built for hazardous environments. Comply with all local and national safety codes including the National Electrical Code (NEC) and National Fire Protection Act (NFPA).

CAUTION Guards must be installed when fan is within reach of personnel or within eight (8) feet (2.5 m) of working level or when deemed advisable for safety.

DISCLAIMER The Company has made a diligent effort to illustrate and describe the products accurately in all Company literature; however such illustrations and descriptions are for the sole purpose of identification and do not express or imply any warranty.

LIMITED WARRANTY

WARRANTY AND DISCLAIMER: The Company extends this limited warranty to the original purchaser and warrants that products supplied by the Company, shall be free from original defects in workmanship and materials for two years from date of shipment (except for the warranty periods noted for products listed below), provided same have been properly handled, stored, installed, serviced, maintained and operated. This warranty shall not apply to products which have been altered or repaired without the Company's express authorization, or altered or repaired in any way so as, in the Company's judgment, to affect its performance or reliability, nor which have been improperly installed or subjected to misuse, negligence, or accident, or incorrectly used in combination with other substances. The Purchaser assumes all risks and liability for results of use of all products.

Evaporative cooling pads are warranted to be free of defects in materials and workmanship for a period of two years from date of shipment provided same have been properly handled, stored, installed, serviced, maintained and operated; and further, not subjected to excessive heat, corrosive agents or chemicals, or mechanical abuse that may cause tearing, crushing or undue deterioration, nor used on a system or in a manner other than that for which it was designed as explained in the product literature.

The following products are warranted to be free of defects in materials and workmanship for the periods shown from date of shipment: Acme's exclusive duplex split pillow block bearings and shaft five years, belts one year, Polyethylene tubing 90 days, AIR40 Heater warranty one year, AIR40 Emitter warranty three years and DDP fan lifetime warranty on its propeller, cone, and housing.

LIMITATION OF REMEDY AND DAMAGES: All claims under this warranty must be made in writing and delivered to P. O. Box 978, Muskogee, Oklahoma, 74402, within 15 days after discovery of the defect and prior to the expiration of two years from the date of shipment by the Company of the product claimed defective, and Purchaser shall be barred from any

remedy if Purchaser fails to make such claim within such period.

Within 30 days after receipt of a timely claim, the Company shall have the option either to inspect the product while in Purchaser's possession or to request Purchaser to return the product to the Company at Purchaser's expense for inspection by the Company. The Company shall replace, or at its option repair, free of charge, any product it determines to be defective, and it shall ship the repaired or replacement product to Purchaser F.O.B. point of shipment; provided, however, if circumstances are such as in the Company's judgment to prohibit repair or replacement to remedy the warranted defects, the Purchaser's sole and exclusive remedy shall be a refund to the Purchaser of any part of the invoice price, paid to the Company, for the defective product or part.

The Company is not responsible for the cost of removal of the defective product or part, damages due to removal, or any expenses incurred in shipping the product or part to or from the Company's plant, or the installation of the repaired or replaced product or part.

The warranties set forth above do not apply to any components, accessories, parts or attachments manufactured by other manufacturers; such being subject to the manufacturer's warranty, if any. To the extent not prohibited by the manufacturer's warranty, the Company shall pass through to Purchaser such manufacturer's warranty.

THE COMPANY'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND WAIVED. THIS WARRANTY CONSTITUTES THE COMPANY'S SOLE AND EXCLUSIVE WARRANTY FOR DEFECTIVE GOODS AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS.

No employee, agent, dealer, or other person is authorized to give any warranties on behalf of the Company or to assume for the Company any other liability in connection with any of its products except in writing and signed by an officer of the Company.

REPLACEMENT PARTS If replacement parts are ordered, purchaser warrants that the original components in which these replacement parts will be placed are in satisfactory working condition, and

when said replacement parts are installed, the resultant installation will operate in a safe manner, at speeds and temperatures for which the original product was purchased.

TECHNICAL ADVICE AND RECOMMENDATIONS, DISCLAIMER: Notwithstanding any past practice or dealings or any custom of the trade, sales shall not include the furnishing of technical advice or assistance or system design. Any such assistance shall be at the Company's sole option and may be subject to additional charge.

The Company assumes no obligation or liability on account of any recommendations, opinions or advice as to the choice, installation or use of products. Any such recommendations, opinions or advice are given and shall be accepted at Purchaser's and End User's risk and shall not constitute any warranty or guarantee of such products or their performance.

LIMITATION OF LIABILITY The cumulative liability of the Company to the Purchaser and any other persons for all claims in any way relating to or arising out of the products, including, but not limited to, any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of the purchase price paid for those products which are the subject of any such claim. This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective even if the Company has been advised of the possibility of such claims or demands. In no event shall the Company be liable to the Purchaser or any other person for any loss of profits or any incidental, special, exemplary, or consequential damages for any claims or demands brought by the Purchaser or such other persons.

INDEMNITY The Company's maximum liability to Purchaser and to any end user is as set forth above. The Company makes no warranty to anyone for any products not manufactured by the Company and shall have no liability for any use or installation of any products (whether manufactured by the Company or other manufacturers) not specifically authorized by this sale. Purchaser acknowledges various warnings by the Company regarding the products and its installation and use. If the Company incurs any claims, lawsuits, settlements, or expenses (including attorney fees) for any loss, injury, death or property damage including, but not limited to, claims arising out of the Purchaser's or any end user's installation or use of the products, the Purchaser shall indemnify and hold the Company harmless.



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