

*Innovative Ventilation Solutions*

# **Equipment Start-Up Guidelines**





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## Standard Start-Up Guidelines

### Overview

This document covers Start-Up Services offered for XeteX equipment. Start-Up Service consists of a factory certified technician going to the jobsite, inspecting the unit for proper installation at the site, verifying the proper functioning of the equipment and validating its performance.

Once the unit start-up is complete the technician will complete the start-up report logging the operational data of the system and any notes.

***NOTE: Only qualified and trained HVAC technicians can perform the start-up operations. XeteX Inc. is not responsible for any damage or repair if the start-up is performed by non-factory certified personnel.***

***NOTE: A completed start-up report must be returned to XeteX before warranty coverage begins.***

### Pre Start-Up Preparation

Before the start-up process can begin the unit must be properly installed by the installation contractor. All the electrical, gas, plumbing, ducts etc. must be installed **before** the XeteX technician arrives at the site.

***NOTE: If the Start-Up technician arrives on site and the unit installation is not finalized, the technician will leave the site and the customer will be charged additional travel expenses to return to complete the start up.***

**Refer to Appendix A for a detailed checklist of what must be complete before the start-up.** This form must be filled out and sent to XeteX two (2) weeks prior to the desired start-up date.

### Start-up Request Steps (completed by customer)

To schedule start-up on a job, follow these steps:

1. Request for Start-Up Services
  - o Send an e-mail to XeteX to formally requesting start-up with a minimum of two weeks notice.
2. Customer Checklist before Start-Up is completed (Appendix A)
  - o Send an e-mail to XeteX (with the checklist attached) a minimum of 3 days before Start-Up is scheduled to occur.
  - o Validate that the equipment is ready for Start-Up to occur.
    - Any rigging or shipping damage must be resolved
    - Unit must be installed correctly per the IOM with proper access.
    - All field power and control wiring is complete.
    - All utilities are connected and complete.
    - For water source heat pumps a water quality report
    - If controlled by others the Control Contractor is on site for the start-up



## XETEX LIMITED WARRANTY & DISCLAIMER POLICY

*(Read the XETEX terms and conditions of sale for additional details, conditions and exclusions.)*

### PRODUCT WARRANTY

XeteX warrants that at the time of delivery and for a period of twelve (12) months from the initial startup or eighteen (18) months from the date of shipment, whichever is less, its products will be free from defects in materials and manufacture, provided that the products have been installed properly, maintained and operated under normal conditions and serviced in accordance with XeteX's instructions, and are operating within capacities and ratings set forth in design specifications. Labor or consumable parts are not included in this limited standard product warranty. Consumable parts include, but are not limited to, refrigerant, belts and filters.

### START-UP LABOR LIMITED WARRANTY

While labor is not included in the XeteX standard product warranty, XeteX offers a limited labor warranty, for a period beginning on the start-up date and continuing for sixty (60) days, with the completion and documentation of a qualified start-up. The limited labor warranty will not be available if the product warranty has expired.

Start-up services are included on all XeteX compressorized products, and may be available as an option on other XeteX products. These services must be performed by a XeteX Certified Technician. Startup services include verifying proper operation of the unit, including proper refrigerant charge and repair of minor refrigerant leaks outside the coil. At the completion of start-up, an approved start-up record must be submitted to XeteX for processing. Once the start-up record is received, the (60) day limited labor warranty, from date of start-up, will be activated. Labor associated with the diagnosis, validation and repair of warranty parts failures will be covered outside of the start-up, at a negotiated labor rate. For startup services requiring a return trip due to the equipment not being ready (ie: connected to utilities), XeteX will charge the customer for additional travel expenses. Review the XeteX Startup document for a pre-startup checklist to be completed prior to the date of the startup.

### CONSIDERATIONS REGARDING PARTS-SUPPLIED-BY-OTHERS

XeteX may supply equipment at a customer's request which has components, like controls, sensors, drives, which are engineered, provided, programmed or configured by other non-XeteX parties. XeteX does not provide a warranty for these parts or components. These components can be mounted in the factory or at the jobsite. In these instances, XeteX's support is limited to verification of basic functionality of the components and not the overall operation or integration of the equipment within the overall building HVAC system. As stated in the XeteX Terms & Conditions – Seller provides no independent warranty for third party products or components sold together or incorporated with seller's product(s). Read section 9 in the XeteX Terms & Conditions for full clarification. In these situations, XeteX will assist to the best of their ability in the diagnosis of issues and provide support to the customer provided the customer issues a purchase order to cover XeteX's expenses in doing so.



## XETEX, INC. TERMS & CONDITIONS OF SALE

ALL SALES ARE SUBJECT TO THESE TERMS AND CONDITIONS OF SALES ("TERMS") AND AS CONTAINED IN SELLER'S INVOICE AND ARE ALSO SUBJECT TO XETEX'S CREDIT AND OTHER POLICIES AND PROCEDURES, WHICH ARE HEREBY INCORPORATED BY REFERENCE AND SUBJECT TO CHANGE.

- 1. TERMS TO GOVERN:** These Terms shall be binding upon Xetex Inc, and its subsidiaries and affiliates ("Seller") and the buyer ("Buyer"). No modification, amendment or change, whether in Buyer's purchase order, shipping release forms or otherwise shall obligate Seller, unless authorized in writing by Seller. Any different or inconsistent terms and conditions of sale contained in Buyer's forms, contracts or invoices are hereby superseded by these Terms.
- 2. ACCEPTANCE & PRICES:** Any proposal offered by Seller to Buyer is valid for sixty (60) days. Upon the expiration of sixty (60) days, the proposal shall expire. Pricing shall remain valid for Seller's products ("Products") shipped within one hundred and twenty (120) days from the date of Seller's acceptance. Thereafter, prices are subject to change. Prices include transportation charges predicated on a single shipment and any partial shipments may result in additional cost to Buyer. Seller reserves the right, at any time, to withdraw a bid, quote or a price that contains an error.
- 3. PAYMENT & TAXES:** Upon credit approval, payment terms for Products shipped hereunder or labor performed will be thirty (30) days net with no retainages unless contrary terms appear on the face hereof or otherwise expressly agreed to in writing by Seller. Should Buyer default in the timely payment to Seller of sums due on an order, Seller is entitled to any remedies provided in these Terms or by law. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of the lesser of one and one-half percent (1.5%) per month or the maximum allowable legal interest rate, along with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and Court costs) incurred by Seller. Buyer is responsible for all sales, customs, or use tax imposed by any governmental agency, including, but not limited to, Federal, State, Local or international agencies payable on the transaction under any applicable statute, except those taxes due as a result of Seller's gross profits.
- 4. PERFORMANCE:** Seller shall be obligated to furnish only the Products or labor described in the applicable purchase order or acknowledgement and agreed to in writing. The duty to perform under any order on the part of Seller and the price thereof is subject to the approval of its Credit Department, and is contingent upon the absence of strikes, accidents, floods, act(s) of terrorism, war, fires, fuel shortages, the inability to procure materials from the usual sources of supply, the requirements of the US Government (through the use of priorities or preference or any other manner) that Seller divert either the material or the furnished Product to the direct or indirect benefit of the US Government, or upon any like or unlike cause beyond the reasonable control of Seller. Upon disapproval of the Credit Department or upon the occurrence of any such event, Seller may delay performance or, at its option, renegotiate prices and terms and conditions of sale with Buyer. If Seller elects to renegotiate and Seller and Buyer are unable to agree on revised prices or terms, Seller may cancel without any liability.
- 5. SHIPMENT & RISK OF LOSS:** Shipment dates are estimates only. Shipment shall be FOB factory with title passing to Buyer upon delivery to the carrier by Seller. Seller specifically rejects any order containing a time is of the essence clause or liquidated damage penalties for late shipments. Risk of loss, including but is not limited to loss of goods from shortages, damages or transit delays, shall pass to Buyer when the Products have been delivered to any transportation carrier (excluding proprietary transportation facilities of Seller). Any claims for damage to, or loss or misdelivery or damage of the Products shall be filed with Seller.
- 6. CHANGES, CANCELLATION & RETURNS:** Changes requested by Buyer following Seller's acceptance of order must be approved by Seller in writing and may result in an increase in price deemed appropriate by Seller to recover all associated labor and material costs, including normal overhead and profit. If any portion of a Seller accepted order is cancelled by Buyer without default on the part of Seller or without Seller's written consent, Buyer shall be liable to Seller for cancellation charges including, but not limited to, Seller's incurred costs and such profit as would have been realized by Seller from the transaction had the agreement not been breached by Buyer. Products shall not be returned except by written permission of Seller pursuant to Seller's return policy.
- 7. AUTHORITY OF AGENTS:** No agent, employee or representative of Seller has the authority to bind Seller to any affirmation, representation or warranty concerning the Product or labor sold, except for Seller's authorized agents, employees or representatives.
- 8. INDEMNITY:** Seller shall protect and indemnify Buyer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the articles or material delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Seller shall promptly be notified and given full opportunity to negotiate a settlement. Seller does not warrant against infringement by reason of Buyer's design of the articles or the use thereof in combination with other materials, or in the operation of any process. In the event of litigation, Buyer agrees reasonably to cooperate with Seller. All parties concerned shall be entitled, in connection with any proceeding under the provisions of this Article, to be represented by counsel at their own expense. Seller shall also defend, indemnify and hold harmless Buyer from any third party personal injury, wrongful death or property damage caused solely by Seller's negligent act(s). Buyer shall defend, indemnify and hold Seller harmless from any personal injury, wrongful death or property damage caused by Buyer's negligent or intentional act(s).
- 9. LIMITED WARRANTY AND DISCLAIMER:** Seller warrants that at the time of delivery and for a period of twelve (12) months from the initial startup ("Start-Up") or eighteen (18) months from date of shipment, whichever is less, Products will be free from defects in material and manufacture provided that Products have been installed with proper Start-Up, maintained and operated under normal conditions for service in accordance with the instructions of Seller, and that Products have the capacities and ratings set forth in Seller's design specifications. No warranty is made against corrosion, erosion or deterioration. At Seller's option, Seller's obligations and liabilities under this warranty are limited to repair of Products or replacement of components for Products not conforming to this warranty. Limited warranty does not cover labor for component replacement. Once Seller's service department has been notified and approved any warranty related service work, Seller will repair or replace components as needed and ship FOB factory. Seller shall not be obligated to pay for the cost of lost refrigerant. Consumable parts and Products that are consumable in nature are explicitly excluded from this warranty. Consumables include, but are not limited to, belts, filters, and refrigerant. No warranty or liability whatever shall attach to Seller until full payment has been received. No warranty herein extended shall apply to repair or correction of conditions arising from improper or incorrectly connected air duct, piping, wiring, power supply, blown fuses, freezing, improper Product control when programmed by non-Seller controls, or personnel, or by anyone other than Seller employee or its representative. Operation of Products for temporary conditioning of a building during construction without the written consent of an officer of the Seller immediately voids any warranty coverage. If the Product is replaced, the replacement may not be new, but will be in good working order and at least functionally equivalent to the item or Product replaced. The replacement assumes the warranty status of the replaced Product. The warranty period does not start over. **THIS LIMITED WARRANTY IS IMMEDIATELY VOIDED AND CANCELLED BY ANY MISUSE, NEGLIGENCE, FAILURE TO FOLLOW INSTRUCTIONS, OR MANUALS OF INSTALLATION OR MAINTENANCE REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER WITH RESPECT TO THE AFFECTED PRODUCTS. BACK CHARGES RESULTING FROM CLAIMS UNDER THE WARRANTY SHALL BE RECOGNIZED ONLY WHEN PREVIOUSLY AUTHORIZED IN WRITING BY SELLER. THE WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU**



OF ALL OTHER WARRANTIES AND LIABILITIES WHETHER IN CONTRACT, TORT, OR IN NEGLIGENCE, E)  
FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR US  
WARRANTY FOR THIRD PARTY PRODUCTS OR COMPONENTS SOLD TOGETHER OR INCORPORATED W

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**10. LIABILITY DISCLAIMER:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S TOTAL LIABILITY FOR CLAIMS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT OR WARRANTY), SHALL BE LIMITED TO THE FEES PAID TO SELLER BY BUYER FOR THE PRODUCTS OR LABOR ALLEGED TO CAUSE THE DAMAGE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, OR CLAIMS OF THIRD PARTIES) THAT MIGHT OCCUR AS A RESULT OF THE PERFORMANCE OR BREACH OF THE AGREEMENT OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

**11. ASSIGNMENT:** No right or interest may be assigned by Buyer, nor may any obligation or performance delegated by Buyer without Seller's written permission. Any attempted assignment or delegation shall be void and ineffective for all purposes. Seller may assign its rights or obligations under this Agreement in the event of a merger or change of control of Seller.

**12. GOVERNING LAW:** This agreement shall be governed and construed in accordance with the laws State of Minnesota. Buyer consents to jurisdiction in the Circuit Court of Hennepin County, Minnesota.

**13. EXPORT CONTROLS:** Buyer shall comply with the export laws and regulations of the United States and other applicable jurisdictions with regard to Products and labor. Buyer agrees it shall not export or enter into an agreement for the export any goods from Seller to any prohibited or embargoed country or to any denied, blocked or restricted person or entity including those so designated by the US Dept. of Commerce or Treasury.

**14. MISCELLANEOUS:** In the event that any provision of this Agreement is held invalid by the final judgment of any court of competent jurisdiction, the remaining provisions shall remain in full force and effect as if such invalid provision had not been included herein. The waiver or failure of either party to enforce the terms of this Agreement in one or multiple instances shall not constitute a waiver of that party's rights under this Agreement with respect to other violations. The titles and headings used herein are for convenience only and do not constitute any part of this Agreement. Those sections of this Agreement, which by their nature are intended to survive, shall survive termination of this Agreement. The prevailing party may recover their attorney fees and reasonable out-of-pocket expenses.



**Appendix A: Customer Checklist before Start-Up**

The following form must be completed by the Contractor or the Xetex representative and sent to Xetex Inc. two weeks before the start-up is to begin. All these tasks must be done before the technician arrives on site

**IF THE EQUIPMENT IS NOT READY TO BE WORKED ON THE CUSTOMER WILL BE BILLED FOR THE ADDITIONAL TRAVEL EXPENSES TO RETURN TO THE JOBSITE.**

<b>Job Name:</b>	<b>Date:</b>
<b>Job Number:</b>	<b>Model Number:</b> <b>Unit Tag Number:</b>
<b>Site Address:</b>	<b>Owner:</b> <b>Name:</b> <b>Phone:</b> <b>Cell:</b>
<b>Installation Contractor:</b> <b>Name:</b> <b>Phone:</b> <b>Cell:</b>	<b>General Site Contractor:</b> <b>Name:</b> <b>Phone:</b> <b>Cell:</b>
<b>Control contractor if controlled by others:</b> <b>Name:</b> <b>Phone:</b> <b>Cell:</b>	<b>Representative:</b> <b>Name:</b> <b>Phone:</b> <b>Cell:</b>

**Tasks that must be completed**

<b>Verify the following</b>			
1. Electrical wiring is connected and energized	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
2. Ductwork is installed	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
3. Gas Lines Connected	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
4. Gas line pressure checked	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
5. Water coils piped	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
a. Hot Water	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
b. Cold Water	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
c. Water for Humidification			
6. Water piped to Water cooled Heat pump	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
a. Water Quality Inspection Report for water cooled heat pump	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
7. Control wiring is complete	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
8. Controls fully installed (if by others)	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
9. All field installed parts available	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A

**Rep Supplied Equipment**

Ladder	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Refrigerant Reclaimer	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Extra Refrigerant	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Nitrogen	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A

**Safety & Access**

Is a special ID or clearance required for access to the jobsite	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Is Fall Protection Required	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Any special Safety Concerns	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A
Miscellaneous Permits (Burn etc.)	<input type="radio"/> Yes	<input type="radio"/> No	<input type="radio"/> N/A

Verified by: \_\_\_\_\_

Date: \_\_\_\_\_