



Blender Products, Inc., Terms & Conditions

Terms and Conditions of Sale. The Spark Cooler™ is sold to Customer and Customer accepts delivery of the equipment on the following terms, conditions and subject to the following agreements.

Limited Warranty. Blender Products, Inc. ("Blender") warrants that the Spark Cooler™ will perform in accordance with published specifications for a period of one (1) year from the date of delivery and that the equipment will be free from defects in material and workmanship under normal use for one (1) year from the date of delivery. This limited warranty is valid only if the equipment is installed, maintained and serviced in accordance with the Installation and Operation Manual accompanying the equipment (the "Manual"). This limited warranty shall be void if the Spark Cooler™ is not installed, maintained and serviced in accordance with the Manual. Blender's sole obligation and Customer's sole remedy under this limited warranty is the replacement and repair, at Blender Products' option, of the defective component at Blender's Denver, Colorado facilities. Such obligation and remedy are expressly conditioned upon (i) installation and operation of the equipment in strict conformity with the Manual; and (ii) the equipment not having been altered, mishandled, misused, damaged or repaired (except for repairs performed by Blender). Defective components shall be shipped freight prepaid to Blender's Denver, Colorado facility. Customer shall pay inbound and outbound freight and insurance on all components returned to Blender for repair or replacement. This limited warranty is the exclusive warranty of the product. **BLENDER MAKES NO OTHER WARRANTY OF ANY KIND OR DESCRIPTION, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING USAGE OF TRADE.**

Cautionary Statement. Customer expressly acknowledges and understands that the Spark Cooler™ system does not preclude the possibility of fire or explosion. The purpose of the system is to minimize the risk of spark ignition by creating turbulence in the airflow. Additional fire and explosion suppression systems, flame barriers or explosion venting may be necessary or advisable to reduce fire and explosion risks. Efforts have been made to confirm the technology of the Spark Cooler™ system to the extent possible in common applications. Customer acknowledges, however, that the technology is of such complexity and that each application is unique and distinct from all others so that performance and effectiveness will vary accordingly. In addition, machine and operator variables will influence performance of the system. Blender Products cannot and does not warrant the complete detection or elimination of sparks.

Limitation of Liability. The Spark Cooler™ is sold to Customer and Customer accepts delivery of the equipment upon the express understanding and conditions that Customer has read and understands the Cautionary Statement set forth above and Customer shall and does for itself, its affiliates officers, directors, employees, contractors and agents, release Blender Products, Inc., its affiliates, officers, directors, employees and agents from and against any and all liability or claim for any direct, indirect, special, incidental or consequential damages, including lost profits, death, or personal injury, or



loss of use or other economic loss ("Damages"), arising in tort, contract or otherwise in connection with the purchase, installation, use, operation and maintenance of the Spark Cooler™ equipment. Customer acknowledges that its sole remedy is the limited warranty set forth above and that in no event shall Blender be responsible for Damages to Customer, its contractors, employees, invitees or agents. Customer shall indemnify and save harmless Blender from and against any claim(s) for such Damages.

Protection of Proprietary Information. The Spark Cooler™, related equipment and the Manual include patented and unpatented technology, trade secrets and copyrighted material (collectively, "Proprietary Information"). Customer shall not make or permit to be made Proprietary Information available in any form to any person other than Customer's employees and contractors whose job performance requires access. Customer shall not attempt to reverse-engineer or otherwise copy or use any Proprietary Information except in strict compliance with the Manual. Customer agrees to honor all copyright, trademark, and other legends affixed to the equipment and Manual.

Applications and Performance Criteria. The Spark Cooler™ is designed and applied as a preventive measure, to reduce the life and frequency of hazardous sparks within an industrial exhaust system. The Spark Cooler™ is *not* designed to extinguish actual fires, *Installation of the Spark Cooler™ does not assure elimination of all sparks and does not preclude the possibility of fire and explosion.* Please see the "Cautionary Statement," above.

The following are application guidelines to help improve product performance and safety. ***Please see the Manual for complete instructions and installation information.***

- **Location:** Install the Spark Cooler™ to allow a minimum of one duct diameter between the spark source and the inlet of the Spark Cooler™. Leave a minimum of 10 duct diameters between the outlet of the Spark Cooler™ and the air-material-separator.
- **Flow:** Performance of the Spark Cooler™ is best operated at duct velocities greater than 400 fpm, but not exceeding 5,000 fpm.
- **Temperature:** Performance of the Spark Cooler™ is dependent on the conveying air being at a lower temperature than the spark ember itself. Therefore, the Spark Cooler™ typically operates in air streams with temperatures well below the ignition point of the suspended particulates, but in no case greater than 500°F.



Installation, Operation, Maintenance (IOM) Manual

Installation: Install the SPARK COOLER™ to allow a minimum of one duct diameter between the spark source and the inlet of the SPARK COOLER. Leave a recommended minimum of 10 duct diameters between the outlet of the SPARK COOLER and the air-material-separator. If ten duct diameters are not available, then install at a location along the duct that leaves the maximum distance possible between the outlet of the SPARK COOLER and the air-material-separator.

Provide adequate structural support when installing and operating the SPARK COOLER. No specialty tools are required for installation or operation.

Observing the directional flow arrow on the SPARK COOLER, install the SPARK COOLER in line with the duct. For flange mounting, supply gasket material between mating flanges to assure an air-tight seal. For slip-fit mounting, make sure the mating duct connection or mating flex hose connection is air-tight.

Operation: Turn on your system fan and draw process air through the SPARK COOLER. The SPARK COOLER cools sparks that pass through the unit. The SPARK COOLER is a static device with no moving parts, so it is off when the system fan is turned off and is on whenever the system fan is turned on.

Maintenance: There are no electronic controls and no water or chemical retardants, making the SPARK COOLER virtually maintenance-free.

To avoid combustible dust accumulation, periodically check the inside of the SPARK COOLER and observe whether or not solids accumulate within. In applications where solids arrest against the internal blades of the SPARK COOLER and/or appreciably adhere to the inside surfaces, a regularly scheduled cleaning should be considered to prevent obstruction.

Warning: If the SPARK COOLER is provided with access doors, never open the doors when the system is operating. Also, never open access doors when a duct fire is suspected.