

LIMITED WARRANTY

LIMITED WARRANTY PERFORMANCE COVERING PARTS, LABOR, AND SERVICE

- **WARRANTY PERFORMANCE:** It shall be the Company's sole obligation to repair or replace at its option any materials found to be defective. Warranty determination will be made at the Company headquarters, or on location at Company's option. Warranty performance under this warranty shall include materials and labor cost for a period of 1 Year from shipment date. Materials shipped on a warranty transaction shall be shipped freight collect, F.O.B. Greenwood, Indiana. All materials returned by the owner to the Company for warranty credit shall require prior written authorization by the company and shall be on a freight collect basis, using transportation specified by Company. Prior written authorization must be given by the Company **prior** to any warranty service being performed. Any unauthorized service will void warranty.
- **ABUSE, MISUSE, FAILURE TO FOLLOW PUBLISHED OPERATING PROCEDURES, AND FAILURE TO PERFORM ROUTINE OR PREVENTIVE MAINTENANCE PROCEDURES WILL VOID THIS WARRANTY.**
- **FINANCIAL OBLIGATIONS:** The Company considers performance under this warranty as its obligation to the buyer as part of the buyer's purchase of the Company's products. This implies, however, that the buyer also has satisfied its financial obligation to the seller in the purchase transaction by making full payment for the product(s) by the Company's terms, and settlement of appropriate past due items. Warranty performance may be voided or withheld if buyer fails to perform its payment obligations to Company.
- **OPERATIONAL PERFORMANCE:** The Company warrants its products to operate at the designed capacity when installed and operated in accordance with Company provided instructions. The performance of the system is affected by the methods of installation, piping, valving, location of components, and the like, and therefore when these criteria are not in conformance with established practice and instruction, the Company warranty may be reduced or eliminated.
- **NORMAL OR ROUTINE MAINTENANCE**, such as instrument calibration, changing of compressor oil, condenser and evaporator cleaning, lubrication of bearings, filter cleaning, de-scaling, repairs due to corrosion and other similar events are NOT considered defects and therefore are NOT covered by this warranty. **Repairs required due to freezing, regardless of reason or source, are NOT covered by this warranty.**
- **THE COMPANY SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM DEFECTIVE EQUIPMENT. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. NO OTHER WARRANTY OTHER THAN WHAT IS WRITTEN HERE OF ANY NATURE IS EXPRESSED OR IMPLIED. FURTHER, THE COMPANY SHALL NOT INDEMNIFY OR HOLD HARMLESS BUYER OR BUYER'S ASSIGNEE FROM ANY CLAIMS MADE EXCEPT FOR CLAIMS SPECIFICALLY CLAIMING PATENT INFRINGEMENT BY THE COMPANY'S EQUIPMENT.**
- **THE COMPANY SHALL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATION WITH RESPECT TO BUYER RESULTING DIRECTLY OR INDIRECTLY FROM OR CONTRIBUTED TO BY ACTS OF GOD; ACTS OF BUYER; CIVIL OR MILITARY AUTHORITY; FIRES; STRIKES OR OTHER LABOR DISPUTES; DELAYS IN TRANSPORTATION; ACCIDENTS; FLOODS; EPIDEMICS; WAR; RIOTS; INABILITY TO OBTAIN RAW MATERIALS, COMPONENTS, LABOR, FUEL, OR SUPPLIES; OR ANY OTHER CIRCUMSTANCE BEYOND THE COMPANY'S REASONABLE CONTROL WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING.**

