



STANDARD LIMITED WARRANTY ENGINEERED SYSTEMS EQUIPMENT

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THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED.

Warranty Period

The Seller warrants the equipment to be free from defects in material and workmanship under normal use and with regular service and maintenance for a period ending 12 (twelve) months from the date of the equipment startup or 18 (eighteen) months from date of manufacture, whichever occurs first.

Warranty Component Replacement Policy

The Customer's or End-User's exclusive remedy, and Seller's exclusive liability, under this warranty shall be limited, at Seller's option, to (i) replacement of the same with a new or remanufactured part or component, or (ii) issuance of a credit for the original purchase price. Any claim made under this warranty is conditioned to:

1. The Customer must notify the Seller about the warranty claim and request warranty period verification.
2. If equipment is still within the warranty period, the Seller will provide a quote with the damaged component cost to the Customer.
3. The Customer must release a purchase order to the Seller for the amount of the damaged component and return the failed component to the Seller within 10 business days.
4. Upon receipt of purchase order, the Seller will ship replacement component(s) by next day delivery (critical parts) or standard 3 day delivery (non-critical parts).
5. Upon receipt of the failed component, the Seller will inspect the returned product and determine if the defect is covered by this warranty. The Seller may, at its option, issue a reduced credit for any product returned later than 10 business days after failure.
6. If after component inspection, the Seller determines that the failure is covered by warranty, the Seller will advise the Customer and void the purchase order.
7. If after component inspection, the Seller determines that the cause of failure was not due to a manufacturing defect or damage during assembly of the unit, the Seller will invoice the Customer with the full amount of the defective part replacement purchase order.

Warranty Labor and Materials Policy

All warranty analysis and repairs must be performed by the Customer's service technicians, Seller's field technicians or by a Seller approved refrigeration contractor.

In case of a service to be performed by a refrigeration contractor chosen by the Customer, estimated duration and daily rate must be presented to the Seller by the Customer and approved by the Seller prior

to commencement of work. The Seller may, at his discretion, opt to send Seller's field technicians to perform the warranty analysis or repairs. All labor, material and other expenses related to services performed on equipment within the warranty period not prior approved by the Seller are the Customer's or End-User's responsibility. Failure to request Seller's approval may result in denial of warranty coverage.

Exclusions

Damages resulting from the following are excluded from warranty coverage:

1. Damage occurring during shipping or installation.
2. Misuse.
3. Accident, abuse, fire, flood, alteration or acts of God.
4. Inadequacy or interruption of electrical service, improper voltage conditions, blown fuses or other similar causes
5. Water supply issues, including low pressure, high pressure, poor filtration and contaminant levels.
6. Corrosion issues, due to high levels of corrosive gases or liquids.
7. Equipment is used with refrigerants, oil, additives, or antifreeze agents, other than those authorized by the Seller.
8. Equipment is damaged by freezing due to improper protection during cold weather.
9. Modifications to the equipment by the Customer.
10. Operating the equipment outside the range of parameter basis of the original design.
11. Equipment is not maintained per Seller's recommendations.

Additional Considerations

1. The warranty is limited to the Customer or original End User.
2. Tampering, altering, defacing or removing the product serial number will serve to void the warranty.
3. The warranty shall not apply to: evaporators, parts or components improperly applied, installed or operated, or to those which have been modified, subject to abuse, misuse, negligence or improper repair, service or maintenance.
4. All parts or components shall be returned to Seller, freight prepaid for inspection, and Seller reserves the right to deny any claim for a remedy under this warranty if after inspection of the claim, if the seller determines that the part or component that was not found to be defective.
5. Parts or components replaced shall have the same warranty as set forth herein, limited however, to the time remaining for the warranty period which applied to the original part or component.
6. All parts and components returned for which a credit is given under this warranty shall become the property of Seller.