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## **Limited Warranty Detail**

The Warranty Period. Vendor warrants that any Goods sold pursuant to EIPL Terms and Conditions will be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery (the "Warranty Period"). During the Warranty Period, Vendor will repair, or at its option, replace components that prove to be defective and return the Goods to the Purchaser. Vendor reserves the right to decide where warranty repairs are to be carried out.

Extended Warranty Period. Vendor warrants that any Goods sold pursuant to EIPL Terms and Conditions will maintain an extended warranty for a period of (3) years from the date of delivery (Extended Warranty Period). During the Extended Warranty Period, Vendor will repair, or at its option, replace components of the Sealed Refrigeration System (Compressor, Evaporator Coil, Condenser Coil) that prove to be defective. This Extended Warranty Period applies solely for parts coverage of the aforementioned components and does not cover any labor or installation charges.

<u>Purchaser's Obligations</u>. The Purchaser has the responsibility to diagnose and/or make minor adjustments and to reimburse the authorized service center or Vendor for any other repair not covered by the terms of this Limited Warranty. If appearance imperfections are noted at time of installation, the Purchaser must advise the installer or the supplier without delay. The Purchaser has the responsibility to return the complete unit to be repaired (or defective component) to the nearest Vendor authorized service center or to Vendor.

Exclusions and Limitations. This Limited Warranty extends only to the original Purchaser of the Goods, and applies only when the Goods are installed and operated in accordance with Vendor's written instructions included with each unit. Failures caused by accident, modification, abuse, misuse, misapplication, or corrosive atmosphere are not covered. THIS LIMITED WARRANTY MAY NOT BE ALTERED, VARIED OR

EXTENDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY VENDOR. VENDOR'S LIABILITY AS PROVIDED UNDER THIS LIMITED WARRANTY IS STRICTLY LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANY PERSON OR ENTITY. WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF VENDOR, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR DEATH, DAMAGES FOR LOSS OF USE, PROPERTY DAMAGE, LOST PROFIT OR OTHER LOSS. SOME STATES DO NOT ALLOW THE EXCLUSION OF OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ABOVE, THE GOODS ARE SOLD "AS IS" AND VENDOR MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.