



WARRANTY & SERVICE POLICY

Freeze Co Systems, Ltd. warrants for a period of one (1) year from date of shipment that all products manufactured by Freeze Co Systems, Ltd, are free from defects of material and workmanship if used under normal operating conditions within the service, range, and purpose for which they were manufactured. Packaged chillers shall be so warranted for a period of one year (1) from date of start-up or eighteen (18) months from date of shipment, whichever may first occur. Service Parts shall be so warranted for a period of ninety (90) days from date of installation, or twelve (12) months from date of shipment, whichever may first occur.

In case material is rejected on inspection by the buyer as defective, Freeze Co Systems, Ltd. shall be notified in writing within ten (10) days from receipt of said material. Freeze Co Systems, Ltd. will then have the option of re-inspection at the buyer's plant or its own plant before allowing or rejecting the buyer's claim. Expenses incurred in connection with claims for which Freeze Co Systems, Ltd. is not liable may be charged back to the buyer. No claim for correction will be allowed for work done in the field except with the written consent of Freeze Co Systems, Ltd. Defects that do not impair service shall not be cause for rejection. Freeze Co Systems, Ltd. assumes no liability in any event for consequential damages. No claim will be allowed for material damaged by the buyer or in transit. Defective equipment or parts shall be returned to Freeze Co Systems, Ltd., freight prepaid.

Freeze Co Systems, Ltd. will, at its option, repair, replace or refund the purchase price of products found by Freeze Co Systems, Ltd. to be defective in material or workmanship provided that written notice of such defect requesting instruction for repair, replacement or refund is received by Freeze Co Systems, Ltd. within one (1) year after the date of shipment and provided that any instructions thereafter given by Freeze Co Systems, Ltd. are complied with.

Any products covered by this order found to Freeze Co Systems, Ltd.'s satisfaction to be defective upon examination at Freeze Co Systems, Ltd.'s factory will, at Freeze Co Systems, Ltd.'s option, be repaired or replaced and returned to Buyer via lowest cost common carrier, or Freeze Co Systems, Ltd. may, at its option, grant Buyer a credit for the purchase price of the defective article.

Without limitation of the foregoing, this warranty shall not apply to (i) deterioration by corrosion or erosion of material or any cause or failure other than defect of material or workmanship; (ii) the performance of any system of which Freeze Co Systems, Ltd.'s products are a component part; or (iii) any of Freeze Co Systems, Ltd.'s products or parts thereof which have been subjected to alteration or repair by anyone other than Freeze Co Systems, Ltd. or someone authorized by Freeze Co Systems, Ltd., or subjected to misuse, neglect, free chemicals in system, corrosive atmosphere, abuse or improper use or misapplication such as breakage by negligence, accident, vandalism, the elements, shock, vibration or exposure to any other service, range or environment of greater severity than that for which the products were designed, or if operation is contrary to Freeze Co Systems, Ltd.'s or manufacturer's recommendations, or if the serial number has been altered, defaced or removed.

Hermetic compressors furnished by Freeze Co Systems, Ltd. are subject to the standard warranty terms set forth above, except that motor compressor replacements exchanges shall be made through the nearest authorized wholesaler of the motor compressor manufacturer (not Freeze Co Systems, Ltd.'s factory) and no freight shall be allowed for transportation of the motor compressor to and from the wholesaler. The replacement motor compressor shall be identical to the model of the motor compressor being replaced. Additional charges which may be incurred through the substitution of other than identical replacements are not covered by this warranty.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY MADE BY FREEZE-CO SYSTEMS, LTD. WITH RESPECT TO ITS PRODUCTS OR ANY PARTS THEREFORE AND IS MADE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, BY COURSE OF DEALING, USAGES OF TRADE OR OTHERWISE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY UNDER THE UNIFORM COMMERCIAL CODE. IT IS AGREED THIS WARRANTY IS IN LIEU OF AND BUYER HEREBY WAIVES ALL OTHER WARRANTIES, GUARANTEES OR LIABILITIES ARISING BY LAW OR OTHERWISE. FREEZE-CO SYSTEMS, LTD. SHALL NOT INCUR ANY OTHER OBLIGATIONS OR LIABILITIES OR BE LIABLE TO BUYER, OR ANY CUSTOMER OF BUYER FOR ANY ANTICIPATED OR LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER LOSSES OR EXPENSES INCURRED BY REASON OF THE PURCHASE, INSTALLATION, REPAIR, USE OR MISUSE BY BUYER OR THIRD PARTIES OF ITS PRODUCTS (INCLUDING ANY PARTS REPAIRED OR REPLACED); AND FREEZE-CO SYSTEMS, LTD. DOES NOT AUTHORIZE ANY PERSON TO ASSUME FOR FREEZE-CO SYSTEMS, LTD. ANY OTHER LIABILITY IN CONNECTION WITH THE PRODUCTS OR PARTS THEREFORE. FREEZE-CO SYSTEMS, LTD. SHALL NOT BE RESPONSIBLE FOR THE LOSS OR REPLACEMENT OF OR THE ADDITION OF, REFRIGERANT. THIS WARRANTY CANNOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY FREEZE-CO SYSTEMS, LTD. AND BUYER.