# **Catalog Products Warranty**

### Standard Warranty:

Seller warrants to its direct purchasers that Products, including Service Parts, shall be of a merchantable quality, free of defects in material or workmanship, under normal use and service for a period of one (1) year from date of original equipment start-up, or eighteen (18) months from date of shipment by Seller, whichever first occurs. This warranty runs to only the original purchaser of equipment or part. Any Products covered by this warranty found to Seller's satisfaction to be defective upon examination at Seller's factory will at Seller's option, be repaired or replaced and returned to Buyer via lowest common carrier Ex-Works Seller's dock. This is buyer's sole and exclusive remedy and, except as provided in the next sentence, seller's sole and exclusive liability in connection with the warranty. Or Seller may, at its sole option, grant Buyer a credit for the purchase price of the defective Product. Buyer must prepay all costs for transportation of Products to Seller's factory.

Seller shall have no liability for expenses incurred for repairs made by Buyer except by prior, written authorization. Any claim under this warranty shall be made to Seller in writing within the warranty period specified above – otherwise such claim shall be deemed waived. Seller shall have no warranty obligation whatsoever if its products have been subjected to alteration, misuse, negligence, free chemicals in system, corrosive atmosphere, accident, or if operation is contrary to Seller's or manufacturer's recommendations, or if the serial number has been altered, defaced, or removed.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER ARE HEREBY DISCLAIMED.

#### Additional Warranties:

The Standard Warranty specified above applies to all Products and Service Parts unless modified by the following:

#### THERMO-FLEX TM OR FLOATING TUBETM DESIGN COIL

Seller warrants the Thermo-Flex/Floating Tube Design Coil of the "BM", "BH", "CM", "CH", "HM", "HH", "MM", "ML" or "LH" series of Unit Coolers; coil section of the "BLV", "BDVS", "BBV", "JLD", JDDS", "JBD", "BDT", "BDN", "BDS", "BDB", "BZT", "BZN", "BZS", "BZB" "CDD", "CDD", "CDDS", "CDT", "CDN", "CDS", "CZT", "CZN", "CZS", "HDD", "HDDS", "HDN", "HDN", "HDN", "HZS", "HZN", "HZS", "LDV", "LDVS", "LDD", "LDDS", "LDT", "LDN", "LDN", "LDN", "LZS" condensing units; and coil section of the "BN", "CN", "HN" or "LN" models of Air-cooled Condensers for a period of five (5) years from shipping date, in the event of any documented and verified (by Seller's representative) leaks in the coil tubes containing refrigerant at the point of and caused by tube contact with the end or center coil support sheets.

Seller will also reimburse the replacement cost of lost refrigerant for a period of five years from the date of shipment from leaks specifically caused by the reasons stated above. The replacement cost will be limited to one full system charge. The warranty specifically excludes leaks at header and weld joints, split tubes or leaks caused by failure to operate the product in accordance with published guidelines for operation and installation of equipment. The cost of replacement refrigerant will be limited to Seller's indexed nationwide average of refrigerant cost per pound. The warranty excludes any fines/fees related to refrigerant leaks.

## Air-cooled CONDENSERS "BN", "CN, "HN", "LN" or "NRG" Models"

Seller warrants Air-cooled Condensers "BN", "CN, "HN", "LN" or "NRG" Models" for a period of two (2) years from date of original installation, or 30 months from the date of shipment by Seller, whichever first occurs.

### **Optional EC Condenser Fan Motors EC Motors**

Five (5) Blade motor assemblies - for a period of three (3) years from date of original installation, or forty-two (42) months from date of shipment by Seller, whichever first occurs.

## **Unit Cooler EC Fan Motors**

Seller warrants EC Motors for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

## Beacon II™ CONTROL SYSTEMS, Quick Response Controller (QRC) & intelliGen™ Controller

Seller warrants the Beacon II<sup>™</sup> Control System, Quick Response Controller and intelliGen<sup>™</sup> Controller parts for a period of three (3) years from the date of original installation, or forty-two (42) months from the date of shipment by Seller, whichever first occurs.

## PRO<sup>3</sup> PACKAGED REFRIGERATION SYSTEM:

Seller warrants the PRO3 Packaged Refrigeration System for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

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#### **HYPERCORE™ Microchannel Coil**

Seller warrants the HypercoreTM Microchannel Condenser Coil for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

## SMART DEFROST KIT<sup>™</sup>

Seller warrants the Smart Defrost KitTM for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

**LG Scroll Compressors**Seller warrants the LG Scroll Compressors for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

#### **MOTOR COMPRESSORS:**

Motor compressor replacements or exchanges shall be made through the nearest authorized wholesaler of the motor compressor manufacturer (not at Seller'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 throughout the substitution of other than identical replacements are not covered by this warranty. An optional, non-assignable, three (3) or four (4) year extended compressor warranty may be purchased for extra cost within the boundaries of the United Sates of America, its territories and possessions, and Canada. With this extended compressor warranty, replacements are administered by an authorized compressor distributor only. Replacements within the time period of the standard Warranty (as modified in some instances as stated above) are available through the distributor; for the remaining years, the purchaser must submit a proof-of-purchase of a compressor and supply it to Heatcraft Warranty Claims for reimbursement.

#### THIS WARRANTY SHALL NOT APPLY:

- 1. When this equipment or any part thereof is damaged by accident, fire, flood, act of God, alteration, abuse, misuse, tampering, when the original model and serial number plate has been altered, defaced, or removed or used other than the recommended application by Seller.
- 2. When this equipment or any part thereof is subject to operation on low, high or improper voltages. Low and high voltage is defined as more than a 5% drop below or 10% higher than name plate voltage ratings for single phase equipment or more than 10% drop below or 10% higher than name plate voltage for three phase equipment. NOTE: Proper field supply voltage to the equipment is the responsibility of the owner (end user).
- 3. To equipment with final destinations unknown to seller as indicated on the original sales order.
- 4. To labor cost for repair or replacement of parts.
- 5. To special or expedited freight or shipping charges or to customs duties to any country.
- 6. If the Warranty holder fails to comply with all the provisions, terms and conditions of this Warranty.

Parts replaced under this Warranty are warranted only through the remainder of the original Warranty.

Extended Service Agreements are provided by a third party not affiliated with Seller. The services provided by the third party are subject to the terms and conditions of the Extended Service Agreements and Seller is not responsible for those services or the third party's performance of its obligations.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER SHALL NOT BE LIABLE TO BUYER, OR ANY CUSTOMER OF BUYER, FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, ADDITIONAL LABOR COSTS, LOSS OF REFRIGERANTS OR FOOD PRODUCT, OR ANY INJURY TO PERSON OR PROPERTY CAUSED BY DEFECTIVE MATERIAL OR PARTS OR FOR ANY DELAY OR MISPERFORMANCE IN THE PERFORMANCE DUE TO CAUSES BEYOND ITS CONTROL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE BY BUYER OR THIRD PARTIES OF THE PRODUCTS. SELLER'S MAXIMUM LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE PARTICULAR ITEM OF EQUIPMENT OR PART INVOLVED.

NOTE: IN THE CONSTANT EFFORT TO IMPROVE OUR PRODUCTS, WE RESERVE THE RIGHT TO CHANGE AT ANY TIME SPECIFICATIONS, DESIGN, OR PRICES WITHOUT INCURRING OBLIGATION.