



CLIMATE MASTER, INC. LIMITED EXPRESS WARRANTY / LIMITATION OF REMEDIES AND LIABILITY (FOR INTERNATIONAL CLASS PRODUCTS WITH EXTENDED COMPRESSOR WARRANTY)

Disclaimer: It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Climate Master, Inc., a Delaware corporation, U. S. A. ("CM") or its representatives, relating to CM's products, whether oral, written or contained in any sales literature, catalog, this or any other agreement or other materials, are not express warranties and do not form a part of the basis of the bargain, but are merely CM's opinion or commendation of CM's products. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CM MAKES NO WARRANTY AS TO ANY OF CM'S PRODUCTS, AND CM MAKES NO WARRANTY AGAINST LATENT DEFECTS OR ANY WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

GRANT OF LIMITED EXPRESS WARRANTY

CM warrants CM products purchased and installed outside the United States of America ("U.S.A.") and Canada to be free from material defects in materials and workmanship under normal use and maintenance as follows: (1) All complete air conditioning, heating or heat pump units built or sold by CM for twelve (12) months from date of unit start-up or eighteen (18) months from date of shipment (from CM's factory), whichever comes first; (2) Repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory); and, (3) If such extended warranty is purchased, the compressor on all complete air conditioning, heating or heat pump units built or sold by CM shall extend for sixty (60) months from the date of shipment (from CM's factory).

Warranty parts shall be furnished by CM if ordered through an authorized sales representative of CM ("Representative") within sixty (60) days after the failure of the part. If CM determines that a parts order qualifies for replacement under CM's warranty, such parts shall be shipped freight prepaid to the Representative or the ultimate user, as requested by Representative. All duties, taxes and other fees shall be paid by the ultimate user through the Representative.

If requested by CM, all defective parts shall be returned to CM's factory in Oklahoma City, Oklahoma, U.S.A., freight and duty prepaid, not later than sixty (60) days after the date of the request. If the defective part is not timely returned or if CM determines the part to not be defective or otherwise not to qualify under CM's Limited Express Warranty, CM shall invoice Customer the costs for the parts furnished, including freight. The warranty on any part repaired or replaced under warranty expires at the end of the original warranty period.

This warranty does not cover and does not apply to: (1) Air filters, fuses, refrigerant, fluids, oil; (2) Products relocated after initial installation; (3) Any portion or component of any system that is not supplied by CM, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification tags or labels have been removed or defaced; (5) Products on which payment by Customer to CM or its distributors or Representatives, or the Customer's seller is in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance; or from parts or components manufactured by others; or are caused by accident, misuse, negligence, abuse, fire, flood, lightning, alteration or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures or flow rates, or unauthorized opening of the refrigerant circuit; (8) Mold, fungus or bacteria damages; (9) Products subjected to corrosion or abrasion; (10) Products, parts or components manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence or accidents; (12) Products which have been operated in a manner contrary to CM's printed instructions; (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application, installation, or use of CM's products; or (14) Electricity or fuel costs, or any increases or unrealized savings in same, for any reason.

CM is not responsible for: (1) The cost of any fluids, refrigerant or other system components, or the associated labor to repair or replace the same, which is incurred as a result of a defective part covered by CM's Limited Express Warranty; (2) The cost of labor, refrigerant, materials or service incurred in diagnosis and removal of the defective part, or in obtaining and replacing the new or repaired part; (3) Transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM's Limited Express Warranty; or (4) The costs of normal maintenance.

Limitation: This Limited Express Warranty is given in lieu of all other warranties. If, notwithstanding the disclaimers contained herein, it is determined by a court or other qualified judicial body that other warranties exist, any such warranty, including without limitation any express warranty or any implied warranty of fitness for particular purpose and merchantability, shall be limited to the duration of the Limited Express Warranty. This Limited Express Warranty does not exclude any warranty that is mandatory and that may not be excluded under applicable imperative law.

LIMITATION OF REMEDIES

In the event of a breach of this Limited Express Warranty or any warranty that is mandatory under applicable imperative law, CM will only be obligated at CM's option to either repair the failed part or unit or to furnish a new or rebuilt part or unit in exchange for the part or unit which has failed. If after written notice to CM's factory in Oklahoma City, Oklahoma, U.S.A. of each defect, malfunction or other failure and a reasonable number of attempts by CM to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, CM shall refund the purchase price paid to CM in exchange for the return of the sold good(s). Said refund shall be the maximum liability of CM. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER AGAINST CM FOR BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR CM'S NEGLIGENCE OR IN STRICT LIABILITY.**

LIMITATION OF LIABILITY

CM shall have no liability for any damages if CM's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to: any war, civil unrest, government restrictions or restraints, strikes, or work stoppages, fire, flood, accident, allocation, shortages of transportation, fuel, materials, or labor, acts of God or any other reason beyond the sole control of CM. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE NEXT SENTENCE, CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM'S NEGLIGENCE OR AS STRICT LIABILITY.** Nothing in this Agreement is intended to exclude CM's liability for death, personal injury or fraud.

OBTAINING WARRANTY PERFORMANCE

Normally, the contractor or service organization who installed the products will provide warranty performance for the owner. Should the installer be unavailable, contact any CM recognized Representative. If assistance is required in obtaining warranty performance, write or call:

Climate Master, Inc. • Customer Service • 7300 S.W. 44th Street • Oklahoma City, Oklahoma 73179 (405) 745-6068

NOTE: Some countries do not allow limitations on how long an implied warranty lasts, or the limitation or exclusions of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.

Please refer to the CM Installation, Operation and Maintenance Manual for operating and maintenance instructions.

LC519

LC519