

# COOLTEC

## COOLTEC REFRIGERATION CORP.

COOLTEC HEREINAFTER REFERRED TO AS SELLER

### FOUR-YEAR EXTENDED COMPRESSOR WARRANTY

Compressor Serial No. \_\_\_\_\_ Condensing Unit Model No. \_\_\_\_\_

The compressor manufacturer provides a standard one year warranty on the compressor denoted below. Cooltec ("Seller") hereby assigns to the original purchaser-user any rights which Seller may have hereunder.

THE SELLER DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

FIVE-YEAR MAINTENANCE CONTRACT (OPTIONAL AT EXTRA COST) -- The original purchaser-user is protected during the first year following receipt of the compressor by the manufacturer's warranty referred to above and during this period Seller shall have no responsibility hereunder. If the compressor should prove defective during years two through five, Seller agrees to repair or replace any part or parts that prove defective, and which Seller examination discloses to its satisfaction to be thus defective, with a new or rebuilt part.

The one-year warranty and five-year maintenance agreement shall not apply to or cover.

1. Any motor compressor or any part thereof which has been subject to accident, alteration, negligence, misuse or abuse, operation on low or improper voltage, or which has not been operated in accordance with the manufacturer's recommendation, or if the serial number of the unit has been altered, defaced, or removed.
2. Damages caused by fire, flood, or other Act of God.
3. Products used outside the continental United States.
4. Labor costs for replacement of parts, or for freight, shipping expenses, sales tax or upgrading.
5. Products damaged by improper installation.

**Purchaser's sole remedy for the Seller's negligence, breach of any warranty, including, if applicable, any implied warranty in tort, and for any other breach of any contractual or tort obligation or duty is repair or replacement of defective parts by Seller subject to the terms and conditions stated above, or, in the event the Seller fails to repair or replace within a reasonable time, refund of the purchase price by the Seller.** Seller shall not be liable under any circumstances for any consequential damages, including loss of profits, additional labor costs, loss of refrigerant or food products, or injury to personnel or property caused by defective material or parts or for any delay in its performance hereunder due to causes beyond its control. The foregoing shall constitute the sole and exclusive remedy of any purchaser and the sole and exclusive liability of Seller in connection with this product.

# COOLTEC REFRIGERATION CORP.

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