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LIMITED WARRANTY

WARRANTY

Colmac warrants that the product manufactured by it will be of the kind and quality described in its specifications, and will be free of defects in workmanship and material. Should any failure to conform to this warranty appear within a period of one year from the date of original installation or eighteen months from date of shipment to the purchaser, whichever comes first, Colmac shall, upon prompt written notification thereof correct such non-conformity at its option, by repair or replacement F.O.B. factory, of the defective part or parts.

In no event shall Colmac be responsible for providing working access to the defect, the removal, disassembly, replacement or reinstallation of any product, materials or structures to the extent necessary to permit Colmac to perform its warranty obligations, or transportation costs to and from the Colmac factory. The conditions of any tests shall be mutually agreed upon and Colmac shall be notified of and may be present at all tests that may be made.

GENERAL WARRANTY

To validate a claim, Colmac reserves the right to require that defective parts be returned to the factory, transportation charges prepaid.

Filters, fan belts, refrigerants, pads, covers, oil or other consumables are not included. This warranty does not apply to products or parts damaged by accidents, abuse, improper installation, lack of proper maintenance, unauthorized alterations, misapplications, improper applications, fire, flood, or acts of God. Furnishing of parts as described above shall constitute fulfillment of all Colmac obligations with respect to the warranty and replacement parts will be warranted only for the unexpired portion of the original warranty.

Products supplied by Colmac, but manufactured by others, are warranted only to the extent of the manufacturer's warranty.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT.

The remedies provided above are the purchaser's sole remedies for any failure of Colmac to comply with its obligations. Correction of any non-conformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Colmac whether the claims of the purchaser are based in contract, in tort (including negligence) or otherwise with respect to or arising out of the product furnished hereunder.

LIMITATION OF LIABILITY

Colmac, its contractors and suppliers shall not be liable in contract, in tort (including negligence and strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replaced power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the purchaser or for any special, indirect, incidental, or consequential damages whatsoever.

The remedies of the purchaser set forth herein are exclusive and the liability of Colmac with respect to any contract, or anything done in connection therewith such as the performance of breach thereof, or from the manufacture, sale, delivery, resale, or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence and strict liability) or otherwise, shall not exceed the price of the equipment or part on which such liability is based.

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