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MCHE Warranty Policy Statement

TERMS AND CONDITIONS

Kaltra GmbH warrants all new microchannel heat exchangers against failures due to corrosion or workmanship for a period of twenty-four (24) months for uncoated coils and sixty (60) months for coils with epoxy electrophoretic coating from the date of shipment (date of delivery notice).

Supplied coils shall be maintained in accordance with the recommendations of the "Technical Manual for Microchannel Condensers", including recording of quarterly inspection and regular cleaning.

Subject to the exclusions listed below, Kaltra GmbH, at its option, will repair or replace (FCA Bergheim/Austria) such Kaltra products or components as it finds defective.

EXCLUSIONS

Unless specifically agreed to in the contract documents, this warranty does not include the following costs and expenses:

- Labor to remove or reinstall any equipment, materials or components
- Shipping, handling or transportation charges
- Cost of refrigerant
- Cost of temporary equipment

No warranty repairs or replacements will be made until payment for all equipment, materials, or components has been received by Kaltra.

WARRANTY IS VOID IF:

- Equipment is used with refrigerants, oils, or antifreeze agents other than those authorized by Kaltra
- Equipment has been damaged by freezing because it is not properly protected during cold weather, or damaged by fire or any other conditions not ordinarily encountered
- Equipment is not installed, operated, maintained and serviced in accordance with instructions issued by Kaltra
- Equipment is damaged due to dirt, air, moisture, or other foreign matter entering the refrigerant system
- Equipment is not properly stored, protected, or inspected by the customer during the period from the date of shipment to the date of initial start-up
- Equipment is damaged due to abuse, neglect, sabotage, or acts of terrorists

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS. IN NO EVENT SHALL KALTRA'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY KALTRA FROM THE BUYER FOR THE MATERIAL OR EQUIPMENT INVOLVED, NOR SHALL KALTRA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON LIABILITY AND DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL BE INURE TO THE BENEFIT OF KALTRA SUPPLIERS AND SUBCONTRACTORS.