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## LIMITED WARRANTY

Chiller Solutions LLC, having its principal place of business at 101 Alexander Avenue, Pompton Plains, NJ 07444 USA ("Manufacturer") warrants the products of its manufacture under the trade name(s)- *EDWARDS CHILLERS, EDWARDS VAPOR RECOVERY, EDWARDS VALANCE, CHILLER SOLUTIONS*, (the "Product(s)") as follows:

### 1. Specific Legal Rights.

This limited warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow limitations of how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations and exclusions herein may not apply to you.

### 2. Limited Warranty.

Manufacturer warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of one year from the date of purchase from Manufacturer, which period shall not exceed one year and six months from the actual date of manufacture. If the Products do not conform to this Limited Warranty during the warranty period (as herein above specified), Buyer shall notify Manufacturer in writing of the claimed defects and demonstrate to Manufacturer's satisfaction that said defects are covered by this Limited Warranty (such as through Buyer's return to Manufacturer of the claimed defective part(s), upon authorization by Manufacturer). If the defects are properly reported to Manufacturer within the warranty period, and the defects are of such type and nature as to be covered by this warranty, Manufacturer shall, at its own expense, furnish replacement parts for the defective Product or, at Manufacturer's sole option through written notification to Buyer, replacement Product. Shipping and installation of any return or replacement parts shall be at Buyer's expense.

### 3. Other Limits.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Manufacturer does not warrant against damages or defects arising out of improper or abnormal use or handling of the Products; against defects or damages arising from improper installation (where installation is by persons other than Manufacturer), against defects in products or components not manufactured by Manufacturer, or against damages resulting from such non-Manufacturer made products or components. Manufacturer passes on to Buyer the warranty it received (if any) from the maker thereof of such non-Manufacturer made products or components. This warranty also does not apply to Products upon which repairs have been effected or attempted by persons other than pursuant to written authorization by Manufacturer. The sale of Products to any third party are conditioned by the heretofore listed exclusions and limitations and as a condition of sale to said third party.

### 4. Exclusive Obligation.

THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Manufacturer shall be to repair or replace the defective Products in the manner and for the period provided above. Manufacturer shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Manufacturer be liable for incidental, special, or consequential damages. The maximum liability incurred by Manufacturer under terms of this warranty or for return of alleged defective product shall be the actual original Buyer's purchase price from Manufacturer of said product.

### 5. Other Statements.

Manufacturer's employees or representatives' ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty.

### 6. Entire Obligation.

This Limited Warranty states the entire obligation of Manufacturer with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.

### 7. Extended Service Option.

Manufacturer may offer Buyer a third party Limited Parts and/or Service Agreement for an additional charge which can extend certain product(s) protection to Buyer beyond the Limited Warranty period above. Contact Manufacturer for the current details.

*Effective for Products Manufactured from March 1, 2004*