

HOFFMAN COOLING PRODUCT WARRANTY

Pentair Equipment Protection warrants that the Goods manufactured by Pentair Equipment Protection will be free from defects in material and workmanship for a period of one (1) year from the date of shipment by Pentair Equipment Protection, subject to the following conditions and exclusions:

- A. Conditions. All Goods must be installed and operated according to the following specifications:
1. Maximum voltage variation no greater than plus or minus 10% of nameplate nominal rating;
 2. Maximum frequency variation no greater than plus or minus 3 Hz of nameplate nominal rating;
 3. Must not exceed minimum and maximum stated temperatures on the nameplate;
 4. Must not exceed (BTU/Hr) rating, including any heat sink as indicated on the nameplate;
 5. Refrigerant bearing Goods must not be restarted for a period of one (1) minute after intentional or accidental shut-off;
 6. The filters (if applicable) must be cleaned regularly;
 7. The Goods and any parts thereof must not be modified, unless prior written authorization is received from Pentair Equipment Protection; and
 8. All Goods must be installed and grounded in accordance with all relevant electrical and safety codes, as well as the National Electric Code and OSHA rules and regulations.
 9. All Goods must be installed in a stationery application, free of vibration.

A violation of any one of these conditions shall render the warranty hereunder void and of no effect.

- B. Exclusions. This warranty shall be void if product is misapplied in any way or:
1. Buyer specified product is inappropriate for system or environment in which it is operating.
 2. Goods are not installed in accordance with Pentair Equipment Protection specifications.
 3. Removal or modification of Pentair Equipment Protection label affixed to product without written Pentair Equipment Protection approval.

Pentair Equipment Protection must be notified of a claim in writing not later than fourteen (14) days from the date when Buyer has become aware of such occurrence, or where the defect is such that it may cause damage, immediately, such notice containing a description of how the defect manifests itself. Failure to provide such prompt notice to Pentair Equipment Protection shall result in forfeiture of Buyer's rights under this warranty.

In the event of a warranty claim, Buyer is to return defective goods to Pentair Equipment Protection in accordance with Pentair Equipment Protection Return Policy. Warranty period for repaired goods remains at 1 year from shipment of original goods. Pentair Equipment Protection sole obligation to Buyer under this warranty will be, at Pentair Equipment Protection option:

- A. Repair or replace Pentair Equipment Protection products or parts found to be defective in material or workmanship.
- B. Issue credit for the purchase price paid by Buyer relating to such defective Goods or part.

THIS WARRANTY CONSTITUTES THE ENTIRE WARRANTY WITH RESPECT TO THE GOODS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

RETURN AND REPAIR POLICY

Pentair Equipment Protection products that: (i) are made to order, (ii) have been modified by Buyer, (iii) have special finishes, or (iv) are determined by Pentair Equipment Protection to constitute "custom" products that cannot be returned to stock or resold to other Buyers, will not be accepted for return by Pentair Equipment Protection.

All returns require a Return Material Authorization number (RMA #), regardless of reason for return, whether it be for warranty or out of warranty repair. Returns without an RMA # will be refused by our Receiving Department. An RMA # is valid for 30 days.

- A. An RMA # will be issued by our Product Return Department in Anoka, MN at 763-422-2211. Buyer should have following information available at time of RMA request:
 - 1. Complete Model Number, Serial Number and description of damaged unit being returned.
 - 2. Original Buyer Purchase Order number and date product was received by Buyer.
 - 3. Quantity to be returned and a brief description of failure for each unit, if different.
 - 4. Contact information of Buyer that must include: name of company, billing and shipping address, phone, number, fax number, freight carrier and the name and phone number of a Buyer contact who can elaborate on the claimed defect in detail.
 - 5. Buyer must provide a Repair Purchase Order number for both warranty and out of warranty repairs. The PO will not exceed 50% of a new unit. Buyer will be notified of repair charges that exceed approved PO amount.
- B. All returns to Pentair Equipment Protection must be securely packed, using original cartons if possible. All returns must have the RMA number visible on the outside of the carton. Pentair Equipment Protection is not responsible for material damaged in transit. Any refrigerant-bearing Goods must be shipped upright for return.
- C. Shipping cost for all non-warranty repairs is the responsibility of the sender and must be shipped prepaid. Shipping costs for all warranty related repairs will be covered by Pentair Equipment Protection provided the goods are returned using a Pentair Equipment Protection approved carrier. If after diagnoses the product is determined by Pentair Equipment Protection not be covered under warranty, Buyer will be responsible for all shipping charges and will be billed accordingly.
- D. Non-warranty repairs are subject to a \$105 minimum analysis fee. If approval is not received within 30 days, material will be scrapped and all shipping expenses and corresponding analysis fees will be billed to Buyer.
- E. At Buyer's request, Failure Analysis can be provided by Pentair Equipment Protection for warrantable goods at no charge. Failure analysis for non-warranty repairs are subject to a \$150 per hour Engineering charge plus any other incurred testing costs.
- F. All returned merchandise must be sent to the following address: Pentair Equipment Protection, 2100 Hoffman Way, Anoka, MN 55303-1745.
- G. Credit for accepted returns shall be at the original selling price or the current selling price, whichever is lower, less the restocking charge indicated as follows:
 - 1. Within 60 days of invoice date - 20% of applicable selling price.
 - 2. Within 61-120 days of invoice date - 30% of applicable selling price.
 - 3. Within 121-180 days of invoice date - 40% of applicable selling price.
 - 4. Beyond 180 days - subject to individual review by Pentair Equipment Protection.

If product being returned for credit requires repair or modification, the cost of any labor or material necessary to bring product into saleable condition will be deducted from credit. Buyer may not take credit against returns without prior written Pentair Equipment Protection approval.

LIMITATION OF LIABILITY

PENTAIR EQUIPMENT PROTECTION WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE GOODS, FROM THE GOODS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY PENTAIR EQUIPMENT PROTECTION CONCERNING THE SALE, USE OR INSTALLATION OF THE GOODS.