

AMERICOOOL

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AmeriCool warrants all AmeriCool products to be free from defects in materials or workmanship, under normal use and service, for a period of 12 months from the date of purchase to the end user (original invoice must be provided). AmeriCool further warrants that the compressor will be free from defects in materials and workmanship for 36 months from the date of purchase to the end user.

AmeriCool's obligation under this warranty is limited to the repair or replacement at its option, of any part or parts, which, upon AmeriCool's examination are shown to be defective, or at AmeriCool's option, the return of the purchase price to the purchaser. Correction of such defects by repair or replacement, or at AmeriCool's option, the return of the purchase price shall constitute fulfillment of warranty obligations to the purchaser.

This warranty does not cover defects or malfunctions which result from causes beyond AmeriCool's control, including, without limitation, (i) unusual physical or electrical stress; (ii) accident, neglect, abuse, misuse or other abnormal use; (iii) failure to perform routine maintenance in accordance with AmeriCool's recommended procedures; (iv) normal wear and tear; (v) repairs or attempted repairs by an unauthorized person; (vi) modifications or alterations to the Products; (vii) use with parts or devices not supplied or approved by AmeriCool; (viii) improper installation or service; (ix) shipping damage to any units or spare parts during shipping. This includes and is not limited to compressors, evaporators and condenser coils. This warranty shall extend only to the original end-user and shall be void if any labels or other identifying marks permanently affixed to Products when shipped by AmeriCool are removed, altered, defaced or obliterated.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY, AS LIMITED HEREIN, SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ON THE PART OF AMERICOOOL INC., OR WELTEM CO., LTD. WHETHER ARISING FROM LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANT-ABILITY OR FITNESS OF A PARTICULAR PURPOSE OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER AMERICOOOL, INC., NOR WELTEM CO., LTD. WILL, IN ANY EVENT, BE LIABLE FOR LOST PROFITS, COSTS OF PROCESSING, INJURY, GOODWILL, OR ANY OTHER CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM BREACH OF THIS WARRANTY.