

LIMITED PRODUCT WARRANTY



GENERAL CONDITIONS

Jetson Innovations (hereinafter referred to as "Jetson") warrants this equipment to be free of defects in material and workmanship under normal use, service, and maintenance. Our obligations under this warranty shall be limited to repairing or replacing the defective part, or parts, which in our judgment show evidence of such defects. Jetson is not liable for labor charges and other costs incurred for removing, shipping, handling or transporting defective part, or parts, or for shipping, handling, transporting, or installing repaired or replacement part, or parts.

The limited warranty is effective one (1) year from date of original installation, or eighteen (18) months from date of original shipment from the factory, whichever occurs first and covers all parts and components in this Jetson equipment excluding refrigerant moisture driers and lost refrigerant, which are not included in any part of this limited warranty. The replacement part, or parts, assume only the unused portion of the original limited warranty and are shipped f.o.b. from the factory and freight prepaid by the factory.

The limited warranty is effective for products manufactured at the Longview, Texas facility.

THIS LIMITED WARRANTY ONLY APPLIES WHEN THE **ORIGINAL MODEL NUMBER AND SERIAL NUMBER OF THE JETSON UNIT ARE GIVEN AT TIME OF REQUEST FOR REPLACEMENT PART, OR PARTS. DEFECTIVE PART, OR PARTS, MUST BE RETURNED PREPAID, WITH ITS ASSIGNED RETURN MATERIAL TAG, WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE REPLACEMENT PART, OR PARTS.**

This warranty does not cover and does not apply to:

- (1) Fuses, refrigerant, fluids, oil;
- (2) Products relocated after initial installation;
- (3) Any portion or component of the system that is not supplied by Jetson, regardless of the cause of the failure of such portion or component;
- (4) Products on which the unit's identification tags or labels have been removed or defaced;
- (5) Products on which payment to Jetson is or has been in default;
- (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance (including, without limitation, defects or damages caused by voltage surges, inadequate voltage conditions, phase imbalance, any form of electrical disturbances, inadequate or improper electrical circuit installation or protection, failure to perform common maintenance, etc.); or are caused by accident, misuse or abuse, fire, the elements, shock, vibration, flood, alteration, misapplication of the product or to any other service, range or environment of greater severity than that for which the products were designed;
- (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures, or unauthorized opening of refrigerant circuit;
- (8) Products subjected to corrosion or abrasion or chemicals;
- (9) Mold, fungus or bacteria damage;
- (10) Products manufactured or supplied by others;
- (11) Products which have been subjected to misuse, negligence, vandalism or accidents;
- (12) Products which have been operated in a manner contrary to Jetson written instructions;
- (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of Jetson products;
- (14) Products which have defects or damages due to freezing of the water supply, an inadequate or interrupted water supply, corrosives or abrasives in the water supply, or improper or inadequate filtration or treatment of the water or air supply.
- (15) Water-to-refrigerant heat exchanger for any damage resulting from freezing, fouling, corrosion or clogging.
- (16) A unit which has been installed outside of the Continental United States or Canada.

LIMITED PRODUCT WARRANTY



Jetson shall not be liable for any default or delay in performance hereunder, caused by a contingency beyond its control, including governmental restrictions or restraint, strikes, short or reduced supply of raw materials or parts, floods, winds, fire, lightning strikes, or any other acts of God.

DISCLAIMERS OF WARRANTIES

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT OF TITLE AND AGAINST PATENT INFRINGEMENT, CORRECTION OF NON-CONFORMITIES ARE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OR PARTS, AT SELLER'S OPTION, WHICH SHALL CONSTITUTE FULFILLMENT OF ALL TORT OR OTHERWISE IT IS EXPRESSLY UNDERSTOOD THAT JETSON SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. JETSON SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO DAMAGES OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT GOODS, OR CLAIMS OF BUYER OR USER FOR SERVICE INTERRUPTIONS. THE REMEDIES OF THE BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND THE LIABILITY OF JETSON WITH RESPECT TO ANY CONTRACT, OR ANYTHING DONE IN CONNECTION THEREWITH SUCH AS THE PERFORMANCE OR BREACH THEREFORE, OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS CONTRACT WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT TORT, OR UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

WITH RESPECT TO THE GOODS SOLD, THE BUYER HEREBY WAIVES ALL LIABILITY ARISING FROM STATUTE, LAW, STRICT LIABILITY IN TORT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY OBLIGATION OF JETSON WITH RESPECT TO CONSEQUENTIAL OR INCIDENTAL DAMAGES AND WHETHER OR NOT OCCASIONED BY JETSON NEGLIGENCE. TIME LIMIT ON COMMENCING LEGAL ACTIONS: AN ACTION FOR BREACH OF THIS CONTRACT FOR GOOD SOLD OR ANY OTHER ACTION OTHERWISE ARISING OUT OF THIS CONTRACT, MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE, THE RIGHT, CLAIM, DEMAND OR CAUSE OF ACTION SHALL FIRST OCCUR, OR BE BARRED FOREVER.

SEVERABILITY

IF ANY PROVISION OR CAUSE OF THIS CONTRACT OR APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCES IS HELD INVALID OR UNCONSCIONABLE SUCH INVALIDITY OR UNCONSCIONABILITY SHALL NOT AFFECT OTHER PROVISIONS OR APPLICATIONS OF THE CONTRACT WHICH CAN BE GIVEN EFFECT WITHOUT THE INVALID OR UNCONSCIONABLE PROVISIONS OF THE CONTRACT ARE DECLARED BE SEVERABLE.