



Applies to USA Coil & Air Microchannel Coils

MANUFACTURER'S EXPRESS WARRANTY

USA Coil & Air warrants the unit identified above against failure caused by defects in materials and workmanship for five (5) years from the date of shipment by USA Coil & Air. This warranty includes all structural components, tubes, fins, headers and connections. **Labor costs associated with any repair work performed under the terms of the warranty are NOT included within the warranty.** Damage caused by misuse of the product, including without limitation failure to properly install or maintain the product, is NOT covered by the warranty.

In addition to the unit warranty above, USA Coil & Air warrants the thermal performance of the unit as shown on the certified drawings delivered to the customer for a period of one-year from the date installation is completed in accordance with good engineering practices, but in no event shall such warranty period exceed eighteen (18) months from the date the unit is shipped by USA Coil & Air. If after installation and start-up there is any question regarding thermal performance of the equipment, at the owner's request USA Coil & Air will send its engineers to the jobsite to conduct a performance test. This test may be observed by the owner and the consulting engineer or by their authorized representatives. If the results of the evaluation show the equipment to be deficient, USA Coil & Air will make the necessary repairs or alterations to correct the deficiency subject to the limitations set forth below. If the equipment is found to be performing in accordance with its certified capacity, the owner will reimburse USA Coil & Air for all direct expenses incurred in connection with such performance test.

EXCLUSIONS

The above warranty shall not apply to any product that has been modified or repaired contrary to USA Coil & Air recommendations or generally accepted practices or procedures in the industry, or operated under conditions which may cause product failure. USA Coil & Air shall not be responsible for any costs associated with the product damage, loss or replacement due to freeze-up, improper water treatment, improper cleaning, fluid chemistry exceeding USA Coil & Air's recommendations, clogging and debris, fouling, corrosion, galvanic induced corrosion, vibration, thermal cycling, hydraulic shock, over-pressurization, compressor failure, system contamination, loss of protective coating (where applied) and any other operating or system condition which may cause product failure.

LIMITATION OF LIABILITY

THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY USA COIL & AIR, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. IT SHALL BE IN USA COIL & AIR'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE OFFERED REMEDY. IF USA COIL & AIR DECIDES TO MAKE REPAIRS, USA COIL & AIR HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT USA COIL & AIR'S EXPENSE. USA COIL & AIR IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT USA COIL & AIR DID NOT PRE-APPROVE IN WRITING. USA COIL & AIR IS ONLY RESPONSIBLE FOR COSTS THAT PERTAIN TO REPAIR OR REPLACEMENT OF EQUIPMENT SUPPLIED BY USA COIL & AIR (i.e., USA COIL & AIR IS NOT RESPONSIBLE FOR REPLACEMENT OR MODIFICATION OF PIPING OR "IN AND OUT" COSTS SUCH AS THIRD PARTY LABOR, CRANE OR OTHER EQUIPMENT FEES).

NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT, USA COIL & AIR'S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. UNDER NO CIRCUMSTANCES SHALL USA COIL & AIR BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, REFRIGERANT LOSS, PRODUCT LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF USA COIL & AIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In addition, USA Coil & Air shall not be responsible for any injuries or damages of any kind whatsoever under any theory of tort to the extent the injuries or damage are caused by misuse of the product by buyer or any third party.

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