HUSSMAnn[®]

HUSSMANN CORPORATION Warranty

SC-21 StoreConnect Hub

Limited Equipment Warranty Coverage

Hussmann warrants to the original purchaser the new equipment and all original parts to be free from defects in material and workmanship under normal use and service for a period of **180 days from date of shipment from Hussmann**. A new part will be provided without charge, provided the defective part is returned to Hussmann and deemed a true warranty failure. The replacement part assumes the unused portion of the warranty remaining. Any parts determined not to be warrantiable or not returned, will be charged to the account on file at the time the part order was placed.

Limited Equipment Warranty Labor Coverage

Labor will be 60 days from date of shipment from Hussmann.

*Any warranty claim filed, must submitted to Hussmann within 45 days of the warranty repair date with required current warranty documentation and submitted via email to SCWarranty@hussmann.com. Hussmann reserves the right to request installation, service and inspection documents for claims review and processing and may reject any claim where the customer cannot provide this information were performed pursuant to the corresponding IO manual.

NEW EQUIPMENT PARTS WRONG/MISSING:

Any part(s) wrong/missing must be reported to Hussmann not more than 30 working days from delivery to site, **not to exceed 60** days from date of shipment from factory.*

PATENT WARRANTY

Hussmann warranties that its products do not infringe the claims of any existing United States patent, but Hussmann makes no warranty against infringement by reason of the use thereof either in combination with other products or in the operation of any process or use of the products other than for their intended purpose. This warranty is subject to purchaser promptly notifying Hussmann in the event of any action for such infringement brought against purchaser and permitting Hussmann to participate in the defense of such action. Hussmann reserves the right to modify or replace any product alleged to constitute an infringement, or to remove such product and refund the amount paid by purchaser, therefore. This warranty is not transferable. The foregoing patent warranty shall not apply to any product or part thereof made to purchaser's design, and as such product or part. Hussmann assumes no liability for patent infringement. The foregoing states the entire liability of Hussmann regarding patent infringement.

Any warranty repair made by Hussmann or other providers shall not extend the term of the warranty.

THE WARRANTIES RECITED ABOVE ARE THE ONLY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, MADE BY HUSSMANN WITH RESPECT TO ITS PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND HUSSMANN NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS OR ANY PART THEREOF.

HUSSMANN CORPORATION Warranty Exclusions:

THIS WARRANTY SHALL NOT APPLY TO LOSS OF FOOD OR CONTENTS OF THE PRODUCTS DUE TO FAILURE FOR ANY REASON. HUSSMANN SHALL NOT BE LIABLE:

- For payment of labor due to failure of the power supply, antennas, and/or customer data network.
- For payment of labor for any removal or installation of warrantied parts.
- For travel to and from store locations and work sites—this includes truck charges, fuel surcharges, mileage, driver's fees, parking and tolls.
- For diagnostic charges.
- For items related to lack of maintenance or operational environmental conditions. (Such as but not limited to mold, biological growth, water intrusion, corrosion, etc.)
- For tools/items used for repair.
- For costs related to expedited shipping or handling of replacement parts; item freight and duty.
- For mark-ups on any items used for repairs.
- For per diem (such as but not limited to lodging, meals, rentals, etc.).
- Improper electrical connections, incorrect supply voltage, low or unstable supply voltage, the use of extension cords.
- When operation of the product is impaired due to improper installation.
- When the product is subject to negligence, abuse, misuse, or when the serial number of the product has been removed, defaced, or altered.
- For damages during shipment, handling, or installation; or caused by fire, flood, strikes, or other circumstances beyond its control.
- For any damages, delays, or losses, direct, consequential, incidental, or otherwise, which may arise in connection with such product or part thereof; including loss of profit, additional labor cost, or injury to personnel or property caused by defective material or parts.
- For delays or damages caused by carriers or customer scheduling conflicts with provider which incur costs; or caused by fire, flood, strikes, or other circumstances beyond manufacturer's control.
- For any repair or replacements made without the written consent of Hussmann, or when the product is installed, operated, or maintained in a manner contrary to printed instructions covering installation and service which accompanied such product, or put into use other than as recommended by Hussmann.
- To defend, indemnify or hold harmless any purchaser or end-user for any claims, demands, lawsuits, or actions of any nature.

Hussmann reserves the right to alter or change the terms of its limited warranty at any time without notice. The warranty policy that applies to your purchase shall be the one in effect on the date of product shipment. For current policy guidelines, additional warranty schedules, warranty claim procedures and forms, go to <u>www.hussmann.com</u>

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