

HUSSMANN®

HUSSMANN CORPORATION

Warranty

EMS Environment Management System —

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 **15 months from date of shipment from the factory. In order for this warranty to apply to an EMS system, the EMS system must be activated and maintained by a certified technician. Labor is not covered under warranty!**

Hussmann's obligation under this **warranty shall be limited to repairing or exchanging the part or parts**, without charge, FCA factory or nearest authorized parts depot, during the warranty period. Hussmann reserves the right to inspect the job-site, installation, and reason for failure. Warranty covers the listed product and all its components except the following: purification chamber, filters, ozone sensors, and other maintenance type replacement parts.*

Any repair made by Hussmann shall not extend the term of the warranty. Any warranty claim filed, must submitted to Hussmann within 45 days of the warranty repair date with required current warranty documentation.

NEW EQUIPMENT PARTS, SHORTAGES and DEFECTS:

Any part shortages/defects/damages must be reported to Hussmann not more than ten (10) working days from delivery to site. After this time has expired, Hussmann will assume the parts were lost or damages were incurred during the installation and parts will be charged cost plus shipping to replace. *

PATENT WARRANTY

Hussmann warrants 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 with regard to 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 for any removal or installation of warranted parts, unless specifically called out on the Warranty Schedule posted on the Hussmann website; In effect at the date of shipment of the product
- For travel to and from store locations and work sites—this includes truck charges, fuel surcharges, and driver fees
- For administrative fees for preparing claims or entering them into Hussmann claim system.
- For Mark-ups on items used to repair cases
- For any repair or replacements made without the written consent of Hussmann, or when the product is installed or operated in a manner contrary to the printed instructions covering installation and service which accompanied such product
- 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 damages or delays during shipment or caused by fire, flood, strikes, or other circumstances beyond its control
- For delayed freight shipments caused by carriers or customer scheduling conflicts with provider which incur costs
- When the product is subject to negligence, abuse, misuse or when the serial number of the product has been removed, defaced, or altered
- When the product is operated on low or improper voltages
- When the product is put to a use other than as recommended by Hussmann
- When operation of the product is impaired due to improper drain installation
- For payment of refrigerant loss for any reason
- For costs related to expedited shipping or handling of replacement parts
- For periodic maintenance items such as filters, gaskets, lamps, fuses, driers, etc.
- For diagnostic charges
- 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 and 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 www.hussmann.com**