



Equipment List

Project Name:	QUOTE R3388419	Project Location:	US
Quote ID:	R3388419	Quote Expiration:	-
Submitted By:	Mary Heighton	Submitted On:	11/04/2024

Project Detail

Prepared For	Project Information
-	QUOTE R3388419
-	US
-	-

Equipment Detail

Line Item	Tag:	Material Number	Description	QTY
1000	-	SPLITSYS	Split System Based on No of Systems : 1 Room Temp : 35 °F Evap TD : 9.45 Line Loss : 2 Balanced Capacity : 9450.0 BTU/H Run Time : 15.03 Hours Refrigerant Type : R448A	1
1010	-	BCH0010MCACZC0042	CU BN SCRL 1.0HP 208-230/3/60 MED Ambient Temp : 95 °F Suction Temp : 23.55 °F Voltage : 208-230/3/60 AWEF Value : 7.6	1
-	FACTORY	Suction Line Options	FILTER	1 per unit
1020	-	BEL0095AS6AMAB0200	UC B LP AIR 2F 115 1PH M INT N 6 Evap. Temp : 23.55 °F Voltage : 115/1/60 Cooler AWEF > 32 : 9 Freezer AWEF <= 32 : N/A	1
-	FACTORY	Controller Option	Intelligen	1 per unit

Notes

* Capacities shown are Application Capacities reflecting nominal operation at 10°F TD. For models within the scope of the DOE AWEF (Annual Walk-in Energy Factor) standard, the Net Capacity is determined by the AHRI 1250 test method. DOE will publish this compliance data at www.regulations.doe.gov



Box Load Results

Project Name:	QUOTE R3388419	Project Location:	-
Quote ID:	R3388419	Item #:	1000
Submitted For:	-	Submitted On:	11/04/2024
Submitted By:	Mary Heighton	Submitted From:	American Cooler Technologies
Identity #:	-	Tag:	-

Summary

General Data		Total Load	
Room Type	General Cooler	Wall Load	1,461
Room Location	Indoor	Infiltration Load	1,903
Room Temperature (deg. F)	35.0	Product Load	3,888
Ambient Temperature (deg. F)	80.0	Miscellaneous Load	819
Room Shape	Rectangle	Safety Load* (10%)	807
Total Room Volume (cu.ft)	864	Run-time (Hrs)	16.0
		8,878 BTU/H	

Room Dimensions

	Wall #1	Wall #2	Wall #3	Wall #4
Length(ft)	9.0	12.0	9.0	12.0
Height(ft)	8.0			

Detail

Room Load Data

1,461 BTU/H

	Temperature (deg. F)	Insulation	Thickness (in)	K-Value	R-Value	Surface Area (sq. ft)
Wall #1	80.0	Polyurethane	3.5	0.14	25.0	72.0
Wall #2	80.0	Polyurethane	3.5	0.14	25.0	96.0
Wall #3	80.0	Polyurethane	3.5	0.14	25.0	72.0
Wall #4	80.0	Polyurethane	3.5	0.14	25.0	96.0
Ceiling	100.0	Polyurethane	3.5	0.14	25.0	108.0
Floor	60.0	Polyurethane	4.25	0.14	30.36	108.0

Infiltration Load Data

1,903 BTU/H

	Quantity	Size or Type	Entering Air Temperature (deg. F)	Entering Air Humidity (%)	Opening	Time	Curtain Factor	Door Load
Door #1	1	7ft 0inx3.0ft 0in	80.0	50.0	1.0	1.0	0.0	1903.0

Product Load Data

3,888 BTU/H

	Quantity	Inventory	Max Load	Entering Temperature (deg. F)	Final Temperature (deg. F)	Pulldown Time	Load Time
Miscellaneous	1	-	1728.0	75.0	35.0	24.0	24.0

Miscellaneous Load Data

819 BTU/H

	Quantity	Load	Load Units
Lighting	1.00	554	BTU/H
Personnel	0.03	40	BTU/H
Forklifts	0.00	0	BTU/H
Motors	1.00	225	BTU/H
Others	0.00	0	WATTS

Calculated load is based on pulldown data as provided by user, it is the responsibility of the user to ensure appropriate product packaging and air flow conditions prevail to allow product pulldown temperature within this time period.

* The TOTAL LOAD includes a contingency safety factor to cover the possibility of unforeseen high load conditions, excessive ambient temperatures, unexpected increases of business, or product packaging changes.

BCH0010MCACZC0042 - SUBMITTAL



Project Name:	QUOTE R3388419	Project Location:	US
Quote ID:	R3388419	Item #:	1010
Submitted For:	-	Submitted On:	11/04/2024
Submitted By:	Mary Heighton	Submitted From:	-
Identity #:	-	Tag:	-
System Description:	Split system	System Tag:	-

For Record

For Approval

By: _____

Date: _____

General Product Information

Product Family:	HTS	Compressor Brand:	Copeland
Application:	Outdoor	Compressor Type:	Scroll
Temperature Range:	Medium Temp	Compressor Hp:	1
Voltage: (Volts/Ph/Hz)	208-230/3/60	Compressor Model:	ZS09KAE-TF5-118
Refrigerant Type:	R448A	Number of Compressor(s):	1
Piping:	Standard	Coil Type:	Microchannel

Technical Information

Performance Data

Ambient Temperature (°F)	Saturated Suction Temperature (°F)	Application Capacity* (BTU/H)	Altitude (ft)	AWEF Value
95	23.55	9450.0	0	7.6

Electrical Data

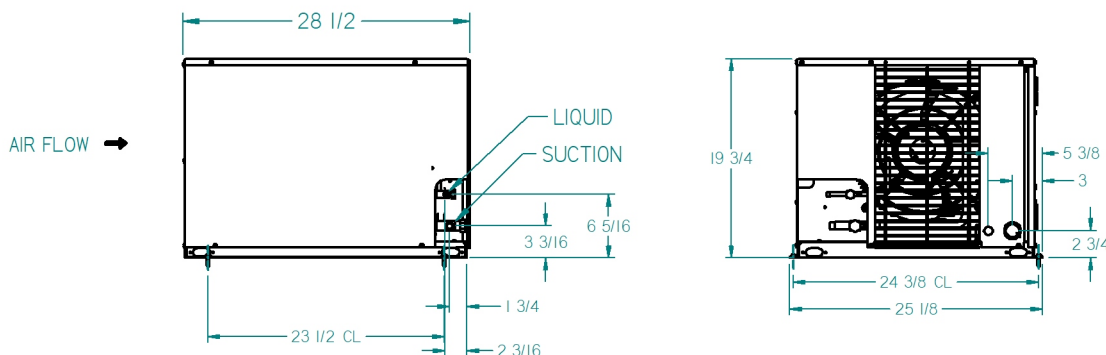
Compressor(s)		Fan Motor(s)			Electric Ratings						
RLA	LRA	Quantity	Hp	FLA	Defrost Type	High or Low Amps?	Number of Contactors	MCA	MOPD	Evap. Fan Amps	Defrost Heater Amps
7.2	55	1	1/15	0.5	AIR DEFROST	-	-	15	15	5	15

Unit Specifications

Connections (in.)		Receiver 90% Full (lbs)		Fan Blade(s) Diameter (in)	Sound Data (dB)	Approx. Net Weight (lbs)
Liquid Line	Suction	Standard	Over Sized			
0.375	0.625	9	-	14	61	179

Dimensional Drawing(s)

AGENCY LISTINGS



UOM: inches



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Submitted For:	-	Submitted On:	11/04/2024
Submitted By:	Mary Heighton	Submitted From:	-
Identity #:	-	Tag:	-
System Description:	Split system	System Tag:	-

Standard Features

CABINET AND CONSTRUCTION

- MICROCHANNEL COIL TECHNOLOGY STANDARD ON ALL UNITS
- PAINTED STEEL CABINETS FOR SUPERIOR STRENGTH AND CORROSION PROTECTION
- HEAVY DUTY, STEEL, 1-1/2" TALL BASE

SERVICEABILITY

- SUCTION SERVICE VALVES FOR HERMETIC AND SCROLL COMPRESSORS LOCATED OUTSIDE THE CABINET FOR QUICK INSTALLATIONS.
- RECEIVER WITH FUSIBLE PLUG, LIQUID SHUTOFF VALVE AND CHARGING PORT IS STANDARD
- LARGE ELECTRICAL PANEL FOR EASE OF ACCESS
- PREFABRICATED WIRING HARNESSSES FOR TIGHT CRIMP CONNECTIONS AND CONSISTENT LABELING
- UNIT STAYS ON IF THE HOOD IS REMOVED FOR SERVICING
- SIGHT GLASS IS EASILY VIEWABLE

QUALITY

- ALL UNITS ARE COMPLETELY LEAK TESTED IN A HELIUM ENVIRONMENT, BUMP TESTED AND ALLOWED TO CYCLE OFF ON THE HIGH AND LOW PRESSURE CONTROL. EACH UNIT HAS A COPY OF THE RUN DATA SHIPPED INSIDE THE ELECTRICAL PANEL
- ELECTRICAL CIRCUITS ARE COMPLETELY CHECKED FOR CONTINUITY
- PIPING IS LAID OUT TO MINIMIZE STRESS AND VIBRATION AND IS PRE-BENT TO ELIMINATE LEAKS
- ENCAPSULATED, AUTO-RESET, HIGH AND LOW PRESSURE CONTROLS TO ELIMINATE LEAKS (ADJUSTABLE LOW PRESSURE CONTROL STANDARD)

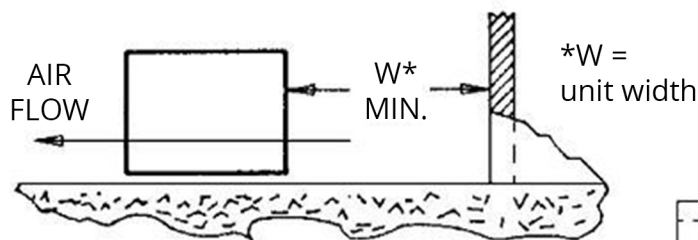
Options

Mounted Options

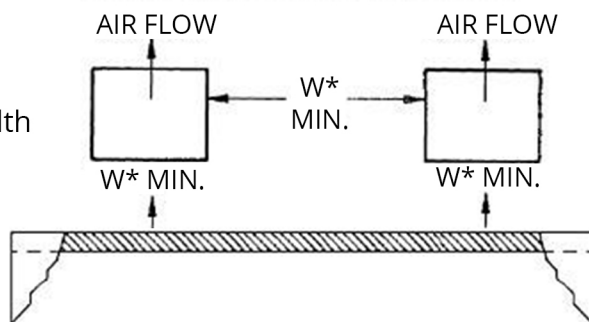
- Preferred Package Code - C0042
- Motor - FIXED SPEED EC
- Receiver Options - STANDARD
- Liquid Line Options - FILTER DRIER AND SIGHT GLASS
- Discharge Line Options - HEAD PRESSURE VALVE 150#
- Fused Disconnect - NO FUSED DISCONNECT
- Crankcase Heater - CRANKCASE HEATER
- Pre Charged - NONE
- Hail Guard Factory Installed - NONE
- Brand Label - BOHN
- Coil Selection - MICROCHANNEL COIL
- Defrost Timer Options - NO TIMER
- Suction Line Options - FILTER
- Cabinet Selection - Painted
- Pressure Options - ADJUSTABLE LOW - FIXED HIGH
- Phase Loss Monitor - NONE
- Snow Legs - NONE

Minimum Unit Clearances

Walls or Obstructions for Horizontal Air Flow



Multiple Units with Horizontal Air Flow



Notes

* Capacities shown are Application Capacities reflecting nominal operation at 10°F TD. For models within the scope of the DOE AWEF (Annual Walk-in Energy Factor) standard, the Net Capacity is determined by the AHRI 1250 test method. DOE will publish this compliance data at www.regulations.doe.gov

BEL0095AS6AMAB0200 - SUBMITTAL



Project Name:	QUOTE R3388419	Project Location:	US
Quote ID:	R3388419	Item #:	1020
Submitted For:	-	Submitted On:	11/04/2024
Submitted By:	Mary Heighton	Submitted From:	-
Identity #:	-	Tag:	-
System Description:	Split system	System Tag:	-

For Record

For Approval

By: _____

Date: _____

General Product Information

Product Family:	BEL	Motor type	2 SPEED EC
Defrost Type:	Air	Number of Fans:	2
Voltage: (Volts/Ph/Hz)	115/1/60	Fan HorsePower	1/20
Refrigerant Type:	R448A	Fins per Inch	6

Technical Information

Performance Data

Capacity			Air Flow				Altitude (ft)	AWEF Value	
TD (°F)	SST (°F)	Application Capacity* (BTU/H)	CFM	Fan Diameter (in.)	Air Throw (ft)			Cooler > 32	Freezer <= 32
				Standard		w/Collar			
9.45	23.55	10,000	1305	12	20	-	0	9	N/A

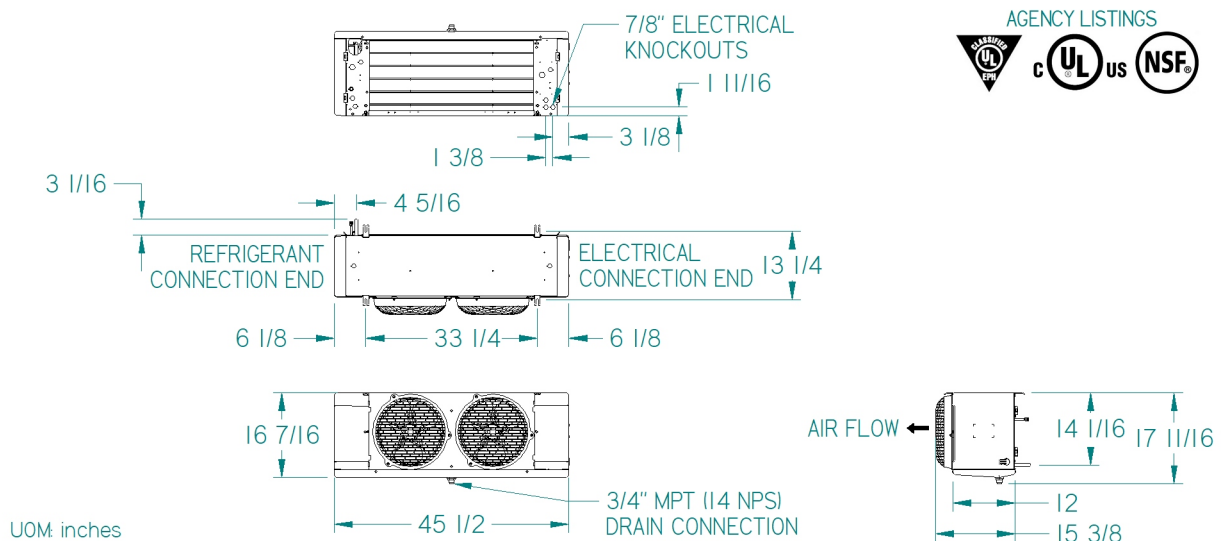
Electrical Data

Fan Motor(s)		Defrost Heater(s)		Drain pan Heater(s) HG	
Watts	Amps	Watts	Amps	Watts	Amps
110	1.8	-	-	-	-

Unit Specifications

Connections (in.)						Approx. Net Weight (lbs)
Coil Inlet	Suction	External Equalizer	Drain	Side Port	Hot Gas Drain Pan	
1/2	5/8	1/4	3/4	-	-	51

Dimensional Drawing(s)





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Submitted For:	-	Submitted On:	11/04/2024
Submitted By:	Mary Heighton	Submitted From:	-
Identity #:	-	Tag:	-
System Description:	Split system	System Tag:	-

Standard Features

EASE OF INSTALLATION SERVICE

- ALL ELECTRICAL COMPONENTS FACTORY WIRED TO TERMINAL BOARD AND IDENTIFIED, MAKING IT EASY TO FIELD WIRE THE UNIT
- CABINET DESIGN FEATURES HINGED, REMOVABLE FRONT ACCESS PANELS ON EACH SIDE FOR EASY ACCESS TO ELECTRICAL AND REFRIGERATION COMPONENTS
- LIQUID LINE SOLENOID WIRE HARNESS IS FACTORY-INSTALLED FOR QUICK INSTALLATION
- MOTORS PLUG INTO WIRING HARNESS FOR EASIER SERVICING
- HINGED, REMOVABLE DRAIN PAN FOR EASY AND SAFE ACCESS
- PRE-DRILLED HOLES ON THE BACK OF THE UNIT FOR ROOM THERMOSTAT
- QUICK REMOVAL FAN GUARD/MOTOR ASSEMBLY FOR EASY SERVICE OR REPLACEMENT OF AIR MOVER PARTS

RELIABLE DURABLE

- HEAVY GAUGE GRAINED ALUMINUM CABINET CLEANS EASILY AND LOOKS ATTRACTIVE
- MOLDED FAN GUARD AND ACCESS PANELS ARE MADE OF STRONG, DURABLE, AND NSF AND UL SANITATION RATED PLASTIC MATERIAL
- SWEAT CONNECTIONS TO REDUCE POTENTIAL FOR LEAKS

PERFORMANCE

- INTERNAL PANELS ARE ISOLATED FOR QUIET OPERATION
- INTERNALLY ENHANCED TUBING AND FIN DESIGN FOR HIGHER EFFICIENCY
- EC MOTORS STANDARD ON ALL MODELS FOR IMPROVED UNIT EFFICIENCY

VERSATILE

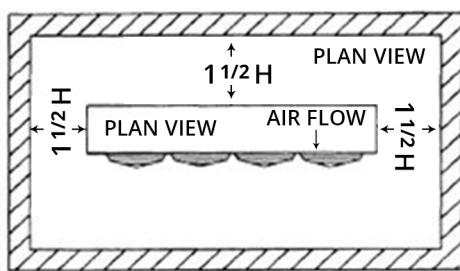
- LARGE DIAMETER DRAIN HOLE (3/4" ID) IS LOCATED TOWARDS THE BACK OF THE UNIT
- MINIMAL HEIGHT OF THE LOW PROFILE SERIES MAKES IT IDEAL FOR LOW CEILING COOLERS

Options

Mounted Options

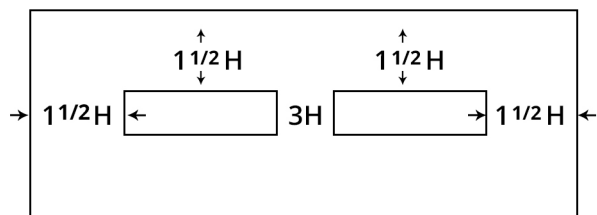
- Brand Label - BOHN
- DTFD Option - None
- Fan Guard - Molded
- Drain Pan Type - Stucco
- Defrost Control - None
- iNTELLIGEN Integration Card Add On - NO
- Coil Mechanical Option - Intelligen
- Customer Specified Valve Type - EEV
- Motor - 2 Speed EC
- Fan Blade - Standard
- Cabinet Type - Stucco
- Controller Option - Intelligen
- Fin Material - Aluminum
- iNTELLIGEN WebServer/Multi-System Control Card Add on - NO
- Liquid Temperature - 95
- Valve Family - L

Minimum Unit Clearances



One Evaporator

NOTE:
H = Total Height
evaporator
coil surface.



Two Evaporators

Notes

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TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (hereafter, “Terms”) govern Buyer’s purchase of any Heatcraft Product. By purchasing any Heatcraft Product, Buyer is agreeing to and accepting these Terms, which shall be binding on Buyer and Heatcraft.

PLEASE READ THE DISPUTE RESOLUTION SECTION (PART FIFTEEN) CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

PART ONE - DEFINITIONS

The following definitions shall apply throughout these Terms.

1. “Buyer” refers to the person or entity who purchased a Product (as defined below) directly from Heatcraft.
2. “Heatcraft” refers to Heatcraft Refrigeration Products, LLC.
3. “Party” and “Parties” refers to Heatcraft and Buyer.
4. “Product” and “Products” refers to any Heatcraft-manufactured equipment, component, product, part, good and/or service.
5. “Order” refers to a purchase order.
6. “Terms” shall mean these Terms and Conditions of Sale.

PART TWO - PURCHASING A PRODUCT

1. In order to make a purchase, Buyer must submit an Order. No Order shall be effective or binding on Heatcraft unless and until Heatcraft accepts the Order in writing. An unaccepted Offer does not constitute a contract and does not create any duties, liabilities, or obligations on Heatcraft.
2. For custom and Manufactured-to-Order Products, Heatcraft is under no duty or obligation to commence work, manufacturing, or production or to otherwise manufacture the custom or Manufactured-to-Order Product unless and until Buyer submits an Order and Heatcraft provides written acceptance of that Order.

PART THREE - PAYMENT

1. Payment shall be due thirty (30) days from date of Heatcraft’s invoice (not the date that Heatcraft’s invoice is received)
2. Buyer shall make payment in United States dollars only.
3. Heatcraft shall have the right, in its sole and absolute discretion and without prejudice to its other rights, to withhold shipment and delivery (including partial shipments and deliveries) of any Order, terminate any sale or Order, and/or require Buyer to prepay for any Products in the event any of the following occur: (i) Buyer is delinquent in the payment of any invoice; (ii) Buyer fails to make any payment due to Heatcraft when due; or (iii) Heatcraft determines, in its sole and absolute discretion, that due to Buyer’s financial or business status or condition, Buyer should be is required to pay for the Product(s) in advance and before shipment to mitigate any risk of non-payment or late payment.
4. If Buyer fails to pay any invoice in full within thirty (30) days of the due date, the full unpaid balance due shall be subject to a 1.5% monthly finance charge. That charge is in addition to, and not in lieu of, all other legal and equitable remedies Heatcraft may have. Further, Buyer shall be fully responsible for and liable to Heatcraft for all fees, costs, and/or expenses (including, without limitation, attorneys’ fees and expenses) Heatcraft incurs arising out of or relating to any actions to collect any balance due, including, without limitation, actions taken inside and outside of litigation.



TERMS AND CONDITIONS OF SALE

PART FOUR - PRICING

1. Heatcraft's quoted pricing is based upon its Heatcraft's standard manufacturing tolerances and other costs (e.g., material and transportation costs) as of the date of the quote. Heatcraft's pricing is subject to change.
2. Heatcraft's quoted price does not include the cost of bundling, permitting, or any taxes arising out of or related to the manufacture, delivery/shipment and sale of Products. Buyer shall be solely responsible for all such costs.
3. Buyer is solely responsible for providing Heatcraft with any applicable Tax Exemption Certificates for ship-to designated states. If Buyer fails to timely and properly provide the Tax Exemption Certificates, Heatcraft shall be permitted to add all applicable taxes to Buyer's invoice and Buyer shall be responsible for paying that increased amount.
4. Heatcraft shall be permitted to add to the purchase price of the Product and/or any invoice any and all direct or excise taxes relating to the manufacture, shipment/delivery or sale of the Product, which may now or hereafter be imposed by any governmental unit. Buyer shall be solely responsible for all direct and excise taxes arising out of or relating to any Product it purchases.
5. In the event that Buyer owes Heatcraft any funds for any reason, including, but not limited to, funds to cover any losses, damages, liabilities, or claims, Heatcraft shall have the right to use any funds provided by Buyer to cover those losses, damages, liabilities or claims (as opposed to applying the funds toward the price of the Product). In that event, Buyer shall remain liable for and shall pay the full remaining balance due for the Product(s).

PART FIVE - FREIGHT:

1. Heatcraft's quoted prices do not include freight fees, costs or expenses except in the following limited circumstances:
(a) on any single Order of \$10,000 or more (if the Order is solely for parts or if the Order is solely for Products consisting of equipment and accessories), via lowest common carrier to nearest freight station within continental U.S.A. or (b) for multiple Orders of less than \$10,000 (if the Orders are solely for parts or if the Orders are solely for Products consisting of equipment and accessories) for which the Buyer schedules consolidation into one shipment equal to or greater than \$10,000 on the same day to one freight station within continental U.S.A.
2. If special routing is requested for an Order of \$10,000 or greater (e.g., contract haul, requested flatbed delivery, appointment to meet a crane, etc.), Buyer will be assessed, and shall pay, a charge for the difference between the special routing and the normal minimum freight charge.
3. Buyer will pay all costs associated with the shipment of Products and any Orders that are shipped via air freight or expedited delivery.
4. Shipments to destinations outside of the continental U.S.A. will incur charges for the additional cost of transport beyond the U.S.A. border.

PART SIX - DELIVERY

1. Any delivery dates suggested, indicated or provided by Heatcraft are estimates only and not guaranteed. UNDER NO CIRCUMSTANCES SHALL HEATCRAFT BE LIABLE FOR ANY LOSS, DAMAGE, PENALTY OR ANY OTHER TYPE OF HARM ARISING OUT OF, RELATING TO, OR CAUSED BY ANY DELAY IN DELIVERY OR HEATCRAFT'S FAILURE TO GIVE NOTICE OF ANY DELAY.
2. Shipping terms for Products are F.O.B. carrier/origin of shipment or point of manufacture, at which point title and all risk of loss or damage shall automatically pass to Buyer.
3. In the event of any shortage or damage, Buyer is required to and shall (I) notify Heatcraft in writing of the shortage or damage within five (5) days of receipt of the Product; (II) notify agent or carrier in writing of the shortage or damage within



TERMS AND CONDITIONS OF SALE

five (5) days of receipt of the Product; and (iii) file a claim with the carrier for the damage or shortage in accordance with carrier's rules and requirements for filing a claim. In no event shall Heatcraft have any responsibility or liability for any shortage or damage arising out of or relating to (i) any action or action by the shipper, delivery agent, and/or carrier or (ii) any damages caused by the shipper, delivery agent, and/or carrier. Buyer bears all risk of damage, loss or harm arising out of or relating to the shipment, transportation, delivery and installation of Products.

4. The shipper, delivery agent, and carrier are not employees, agents or representatives of Heatcraft.

PART SEVEN - FORCE MAJEURE

1. Heatcraft shall not be liable for failure to perform any contractual or other obligations (including any obligation arising out of or relating to any Order) if the failure is beyond its control, including, but not limited to, Acts of God (including fire, flood, earthquake, storm, hurricane, epidemic, pandemic, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, shutdown or mandated closure, embargo, labor dispute, strike, lockout or interruption, failure of electricity or telephone service, or delays or actions of a subcontractor or supplier.

PART EIGHT - INTELLECTUAL PROPERTY

1. Heatcraft is the owner of "IP Rights", which means on a world-wide basis, any and all (a) rights associated with works of authorship, including without limitation, copyrights, copyrightable rights, moral rights and mask work rights; (b) trademarks, service mark and trade name rights, trade dress, designs, logos, slogans, domain names and other indicia of source or origin and any similar rights recognized under applicable Law; (c) trade secret rights; (d) patents and patentable rights; (e) all rights with respect to inventions (whether or not patentable or reduced to practice), discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature, whether arising by operation of law, contract, license or otherwise; and (g) all international, national, foreign, state and local registrations, applications for registration and any renewals and extensions thereof (including, without limitation, any continuations, continuations-in-part, divisions, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations relating thereto; and to settle and retain all proceeds from any such actions.
2. Nothing in these Terms shall convey any right to Buyer to own, license, assign, or use any of Heatcraft's IP Rights. Thus, Buyer shall not (a) use Heatcraft's IP Rights in the production, manufacture, delivery, or design of materials furnished to any third party, (b) manufacture or reproduce in any manner any material or item similar to or competitive with any of the Products, or (c) copy, decompile, modify, reverse engineer, or create derivative works out of any of Heatcraft's IP Rights.
3. If any Product is manufactured and/or sold by Heatcraft to meet Buyer's particular specifications or requirements, and is not part of Heatcraft's standard line offered by Heatcraft to the trade generally, Buyer represents and warrants that (i) its specifications and requirements do not infringe, misappropriate, or violate any intellectual property or other third party right and (ii) it will indemnify, defend, advance, and hold Heatcraft harmless from any claim, allegation, liability, damage, cost, or expense (including reasonable attorneys' fees), relating to or arising out of such Product, including, without limitation, any intellectual property or third party claim. Buyer's indemnity, advancement and defense obligations shall be the same as those set forth in Part Sixteen below.



TERMS AND CONDITIONS OF SALE

PART NINE - CONFIDENTIALITY

1. Heatcraft and Buyer acknowledge and agree that, in fulfilling their obligations under these Terms, they may exchange information that is non-public, confidential, and/or proprietary (hereafter, "Confidential Information"). Heatcraft and Buyer agree that they will take reasonably necessary measures to maintain the confidentiality of any Confidential Information they receive, protecting such information with at least the same level of protection used for their own confidential information. Heatcraft and Buyer further agree that these Terms are confidential and shall not be provided to or shared with third parties absent a subpoena, Court order, or as otherwise compelled by applicable Law.
2. Heatcraft and Buyer agree that damages at law would be insufficient in the event of a breach of this confidentiality term. For that reason, in the event of a breach or threatened breach, the affected party may seek and shall be entitled to receive temporary and permanent injunctive relief without the issuance or requirement of a bond.

PART TEN - CANCELLATION OF ORDER

1. All Orders and sales thereunder are final upon Heatcraft's acceptance of the Order. Heatcraft, in its sole and absolute discretion, may permit a partial or total Order cancellation, which shall not be effective unless and until Heatcraft provides Buyer with a written agreement to permit a partial or total Order cancellation. In the event Heatcraft permits a partial or total Order cancellation, such cancellation shall be on the terms set forth in Heatcraft's written agreement to permit the partial or total Order cancellation, which terms must be fully complied with. For the avoidance of doubt, Heatcraft is under no duty or obligation to accept or agree to any partial or total Order cancellation.
2. In the event that Heatcraft decides, in its sole and absolute discretion, to permit a partial or total Order cancellation, Heatcraft will incur certain fees, costs and expenses associated therewith. Buyer agrees that it shall be responsible for and liable to Heatcraft for those fees, costs, and expenses. Heatcraft shall invoice Buyer for all fees, costs, and expenses it incurs arising out of or relating to any partial or total cancellation, and Buyer shall pay that invoice when due.
3. If Buyer does not release Products for shipment within thirty (30) days after the date of their manufacture or assembly, Heatcraft may, in its sole and absolute discretion, cancel the Order. In that event, Buyer shall be responsible for and liable to Heatcraft for all fees, costs, penalties, damages and other expenses it incurred arising out of relating to Buyer's failure to release the Products for shipment. Buyer shall pay those amounts to Heatcraft within ten days of Heatcraft's demand for such payment.

PART ELEVEN – PRODUCT RETURNS

1. Products will not be accepted for return without Heatcraft's prior written authorization. Heatcraft shall have no duty or obligation to accept or authorize any returns, but rather can accept or reject returns in its sole and absolute discretion.
2. In the event Heatcraft authorizes a return in writing, such return shall be subject to handling and restocking charges and transportation costs, which Buyer shall pay within ten days of receiving an invoice from Heatcraft for such charges and costs.
3. Buyer acknowledges that certain Products cannot be returned due to, among other things, their custom nature (e.g. painted parts, electrical components, or special orders).
4. Heatcraft's policy for returns is included in the Returned Products Addendum below and is incorporated herein.



TERMS AND CONDITIONS OF SALE

PART TWELVE - PRODUCT CHANGES

1. With the exception of custom made and Manufactured-to-Order Products, Heatcraft reserves the right, in its sole and absolute discretion, to change specifications, designs, and material at any time and for any reason without notice or incurring obligation to Buyer.

PART THIRTEEN – WARRANTIES AND SERVICES

1. Products are covered under Heatcraft's Catalog Products Limited Warranty ("Limited Warranty"), subject to the terms and conditions therein. By purchasing a Product, Purchaser is agreeing to and will be bound by the Limited Warranty.
2. BUYER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY'S TERMS AND CONDITIONS ARE INCORPORATED HEREIN AS IF SET FORTH FULLY IN THESE TERMS. BUYER ACKNOWLEDGES AND AGREES THAT IT IS SUBJECT TO AND BOUND BY THE LIMITED WARRANTY'S TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE EXCLUSIONS, ARBITRATION CLAUSE, AND CLASS ACTION WAIVER..
3. Buyer acknowledges and agrees that its sole and exclusive remedy for any defects, breach of contract, or other claims arising out of or relating to any Order or any Product purchase is through Heatcraft's performance under the Limited Warranty.
4. Any parts, components, equipment or other products not manufactured by Heatcraft are not subject to and are not covered by the Limited Warranty. Rather they are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Buyer by the original manufacturer of such parts, components, equipment or other products.
5. **EXCEPT AS EXPRESSLY SET FORTH IN THE LIMITED WARRANTY, HEATCRAFT MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATED TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Some jurisdictions do not permit partial or complete waivers of warranties and this term does not apply in such jurisdictions. You should check the law in your state to determine whether this waiver of warranties applies.
6. Any services provided by Heatcraft on or to the Products after sale are subject to the Heatcraft Service and In-Field Repair Policy, which is incorporated herein by reference.

PART FOURTEEN - LIMITED LIABILITY AND NOTICE REQUIREMENT:

1. **IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; OR (II) DAMAGES FOR CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION, DIMINUTION IN BUSINESS VALUE, OR HARM TO GOODWILL OR REPUTATION. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH LOSSES ARE DIRECT LOSSES OR INDIRECT LOSSES; WHETHER ARISING FROM CLAIMS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), A STATUTORY OR REGULATORY VIOLATION OR OTHERWISE; AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.**
2. BUYER MUST PROVIDE HEATCRAFT WITH NOTICE OF ALL CLAIMS IN WRITING AS PROMPTLY AS POSSIBLE AND IN NO CASE LATER THAN ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIM ARISES. ANY FAILURE TO PROVIDE NOTICE IN STRICT COMPLIANCE WITH THIS TERM AND THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF THE CLAIM. THIS NOTICE REQUIREMENT IS A CONDITION PRECEDENT TO ANY CLAIM BEING BROUGHT AGAINST HEATCRAFT. IF BUYER FAILS TO COMPLY WITH THIS NOTICE REQUIREMENT, IT SHALL NOT BE ENTITLED TO ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THE CLAIM FOR WHICH NOTICE WAS NOT PROPERLY OR TIMELY PROVIDED.



PART FIFTEEN – DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THIS SECTION REQUIRES HEATCRAFT AND BUYER TO ARBITRATE ALL DISPUTES (AS DEFINED BELOW) THAT HAVE ARISEN OR MAY ARISE BETWEEN THE PARTIES ON AN INDIVIDUAL BASIS.

MANDATORY ARBITRATION: HEATCRAFT AND BUYER AGREE THAT ALL DISPUTES BETWEEN HEATCRAFT AND BUYER MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY;

however, Heatcraft or Buyer may assert claims in small claims court if: (a) the claims qualify for small claims court, (b) the matter remains in small claims court, and (c) the matter proceeds only on an individual (and not a class or representative) basis. Both Heatcraft and Buyer waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury, discovery is more limited than in court and the arbitrator's decision is subject to limited review by courts. However, the arbitrator must follow applicable Law and can award the same damages as in court. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable Law. The arbitration will be conducted in the county of Buyer's principal place of business or other mutually agreed location. For claims of \$50,000 or less, the AAA's Supplementary Procedures for consumer-related disputes will apply. For claims over \$50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to commercial disputes shall apply.

This arbitration provision is subject to the Federal Arbitration Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Georgia, without regard to principles of conflicts of law, will apply. The Parties intend for this arbitration provision to be construed as broadly as possible to require arbitration.

Except as expressly set forth in the Arbitration Class Action Waiver below, the arbitrator(s) will decide all issues of enforceability interpretation and application of this Dispute Resolution section, the arbitration provision, and this Agreement, with the exception of deciding whether the Arbitration Class Action Waiver below is valid or enforceable. A court will resolve any question regarding the validity or enforceability of the Arbitration Class Action Waiver. This provision is intended to be and shall constitute a delegation provision.

This Dispute Resolution section shall survive the expiration and termination of these Terms.

This arbitration agreement does not preclude Buyer from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if applicable Law allows, seek relief against Heatcraft on Buyer's behalf.

The prevailing party in any arbitration shall be awarded its (a) arbitration fees, costs, and expenses; (b) reasonable expert fees, costs, and expenses; and (c) reasonable attorneys' fees, costs and expenses.

Arbitration Class Action Waiver (for all states other than California) – HEATCRAFT AND BUYER AGREE THAT ARBITRATION WILL PROCEED SOLELY ON AN INDIVIDUAL BASIS AND NO DISPUTE WILL BE ARBITRATED AS A CLASS ACTION, CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTY, OR ARBITRATED ON A CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL BASIS. Unless Heatcraft and Buyer agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between Heatcraft and Buyer. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between Heatcraft and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory, or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions or disputes regarding the enforceability of this Arbitration Class Action Waiver. If a court deems any portion of this Arbitration Class Action



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Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply. For the avoidance of doubt, in no event shall an arbitration occur on a class or collective basis.

Arbitration Class Action Waiver (for California) – Heatcraft and Buyer agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative, or private attorney general basis; provided, however, that Buyer shall be permitted to seek and obtain public injunctive relief in arbitration. Unless Heatcraft and Buyer agree otherwise in writing, the arbitrator's authority to resolve and make monetary damage awards is limited to Disputes between Heatcraft and Buyer. The arbitrator may award *monetary* relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim. The arbitrator's monetary award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions or disputes regarding the enforceability of this Arbitration Class Action Waiver other than a dispute over whether this Arbitration Class Action Waiver is enforceable under *McGill v. Citibank, N.A., 2 Cal 5th 945 (2017)* and related case law (that question shall be determined by an arbitrator). If a court deems any portion of this Arbitration Class Action Waiver invalid or unenforceable, the entire arbitration provision (other than this sentence) will be null and void and not apply. For the avoidance of doubt, in no event shall an arbitration occur on a class or collective basis.

Non-Arbitration Class Action and Jury Waiver – If for any reason any Dispute proceeds in court rather than arbitration, Heatcraft and Buyer waive any right to a jury trial, and the Dispute will proceed solely on an individual, non-class, non-representative basis. Neither Heatcraft and Buyer may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general, or representative proceeding.

Definition of "Dispute" – The term "Dispute" and "Disputes" shall be broadly interpreted to include any claims, disagreements, or controversies that Heatcraft and Buyer had, have, or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements, or controversies arising out of or relating to any Heatcraft-manufactured Products or equipment, any business dealings between Heatcraft and Buyer, or any Limited Warranty or Extended Limited Warranty.

PART SIXTEEN – INDEMNIFICATION

1. To the fullest extent permitted by Applicable Law, Buyer agrees to indemnify, defend, and hold harmless Heatcraft from and against any and all damages, injuries, losses and harms that Heatcraft may incur or suffer arising out of or relating to (a) action or inaction by Buyer; (b) any breach of these Terms by Buyer; (c) any claim that Buyer infringed, or caused Heatcraft to infringe, on any third party's intellectual property rights (including, but not limited to, copyright, trademark and patent rights); and (d) Buyer's violation of any law (individually and collectively an "Indemnification Claim").
2. The duty to defend obligation requires Buyer to advance and/or promptly reimburse Heatcraft for all reasonable attorneys' fees, costs and expenses Heatcraft incurs in responding to or defending against any Indemnification Claim. Buyer shall pay such advancement or reimbursement within thirty (30) days of receiving a written request. Heatcraft shall have the right to select its own counsel and to control the litigation or arbitration, and Buyer shall cooperate in good faith of such defense.

PART SEVENTEEN - MISCELLANEOUS

1. Buyer acknowledges and agrees to be bound by and comply with all applicable laws and all applicable Heatcraft policies and warranties, including, but not limited to, these Terms and all export-related laws.



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2. Heatcraft reserves the right to amend these Terms and its policies and warranties at any time. If Buyer purchases a Product or makes a Limited Warranty claim after receiving notice that these Terms have been amended, Buyer shall be deemed to have accepted and agreed to the revised and/or amended Terms.
3. These Terms, any applicable Limited Warranty, and any applicable agreement signed by both Buyer and Heatcraft constitute the sole and exclusive agreement between Heatcraft and Buyer with regard to the purchase and sale of the Products. Unless agreed to in writing by both Buyer and Heatcraft, there are no terms, conditions, representations, understandings, or agreements other than those stated in these Terms, and all prior and contemporaneous discussions, representations, proposals and negotiations are merged herein.
4. These Terms shall not be amended, except by a written instrument signed by both Buyer and Heatcraft.
5. These Terms establish an independent buyer-seller relationship and are not intended to create, and have not created, any partnership, joint venture, master servant, employer-employee or similar business relationship.
6. There are no third-party beneficiaries. This document does not confer any benefits to anyone other than Heatcraft and Buyer.
7. Buyer may not assign, in whole or in part, any rights or interests under any Order or these Terms, or any other interest without Heatcraft's prior written consent. Any assignment in violation of this provision is null and void.
8. Subject to the Dispute Resolution section above, if any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the illegal, invalid or unenforceable parts shall be severed therefrom. In the event of a conflict between this term and any term in the Dispute Resolution section, the Dispute Resolution section shall govern.
9. No waiver of any provision hereof shall constitute a waiver of any other breach or of such provision.
10. Captions and headings are used in these Terms for convenience only and will not be used to interpret the terms.

Returned Products Addendum

Products will not be accepted for return without prior written authorization from Heatcraft. Heatcraft is under no obligation of any kind to authorize or agree to any return. Rather, Heatcraft shall have the right, in its sole and absolute discretion, to accept or reject any partial or total return. Products requested to be returned must be in a new, unused, and salable condition, in the original cartons, and less than one year from the original invoice date.

Please contact your Heatcraft Sales Representative or a Heatcraft warranty representative for authorization. Contact information is set forth below.

The following information is needed to authorize a return of materials:

1. Complete model(s) and serial number(s) of Product(s) involved
2. Original purchaser of Product and address
3. Original invoice and acknowledgment number
4. Purchase order number
5. Part number or description
6. Reason for return
7. Any other information reasonably requested by SELLER

Once Heatcraft has provided written authorization that a Product can be returned, Purchaser will be provided a Return Material Authorization (RMA) number. If a Product has been field scrapped, no RMA is needed. Products must be returned via prepaid,



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ground transportation within sixty (60) days of the date of the RMA. The RMA number must be visible on the outside of the package. If Purchaser does not return the Product(s) authorized to be returned within sixty (60) days of the RMA, the return authorization shall be deemed automatically revoked and void and Purchaser shall not longer be permitted to return the Product (absent written authorization from Heatcraft after the 60-day period expired).

No Product will be accepted for return or credit without a properly completed authorization tag.

Purchaser is solely responsible for properly packaging all Products and associated components, parts and other materials to ensure no damage occurs during transportation or return. Purchaser is solely responsible for any damages or other losses that arise out of or relate to the return of any Product. Heatcraft is authorized and permitted to reduce from any credit or other refund due any damages, losses or liabilities that arise out of or relate to the return, including, without limitation, any damage to the Product during transport or Purchaser's failure to return any parts or components.

MANUFACTURED-TO-ORDER (NON-STOCK) PRODUCTS ARE NOT ELIGIBLE FOR RETURN. Certain other Products cannot be returned due to their custom nature (e.g. painted parts, electrical components, or special orders).

Returned items are subject to a re-stocking fee (minimum of \$50), transportation costs, and other handling and restocking charges determined by Heatcraft. Buyer shall pay such costs and charges within ten (10) days of the date of the invoice therefor.

Contact information for returns:

Heatcraft Refrigeration Products LLC

ATTN: Warranty Department

2175 West Park Place Blvd., Stone Mountain, GA 30087

hrpdwcr@heatcrafttrpd.com

Fax: 866-475-4968 Attn: Warranty Claims

800-321-1881 Option 5.

You can also contact a Heatcraft Customer Service Representative at 800-321-1881 Option 1 between the hours of 8:00 AM to 5:00 PM Eastern Time.

Catalog Products Warranty

Standard Warranty:

Seller warrants to its direct purchasers that Products, including Service Parts, shall be of a merchantable quality, free of defects in material or workmanship, under normal use and service for a period of one (1) year from date of original equipment start-up, or eighteen (18) months from date of shipment by Seller, whichever first occurs. This warranty runs to only the original purchaser of equipment or part. Any Products covered by this warranty found to Seller's satisfaction to be defective upon examination at Seller's factory will at Seller's option, be repaired or replaced and returned to Buyer via lowest common carrier FOB seller's point of shipment. This is buyer's sole and exclusive remedy and, except as provided in the next sentence, seller's sole and exclusive liability in connection with the warranty. Or Seller may at its option grant Buyer a credit for the purchase price of the defective Product. Buyer must prepay all costs for transportation of Products to Seller's factory.

Seller shall have no liability for expenses incurred for repairs made by Buyer except by prior, written authorization. Any claim under this warranty shall be made to Seller in writing within the warranty period specified above – otherwise such claim shall be deemed waived. Seller shall have no warranty obligation whatsoever if its products have been subjected to alteration, misuse, negligence, free chemicals in system, corrosive atmosphere, accident, or if operation is contrary to Seller's or manufacturer's recommendations, or if the serial number has been altered, defaced, or removed.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER ARE HEREBY DISCLAIMED.

Additional Warranties:

The Standard Warranty specified above applies to all Products and Service Parts unless modified by the following:

THERMO-FLEX™ OR FLOATING TUBE™ DESIGN COIL

Seller warrants the Thermo-Flex/Floating Tube Design Coil of the "BM", "BH", "CM", "CH", "HM", "HH", "MM", "ML" or "LH" series of Unit Coolers; coil section of the "BLV", "BDVS", "BBV", "JLD", "JDDS", "JBD", "BDT", "BDN", "BDS", "BDB", "BZT", "BZN", "BZS", "BZB", "CDD", "CDDS", "CDT", "CDN", "CDS", "CZT", "CZN", "CZS", "HDD", "HDDS", "HDT", "HDN", "HDS", "HZT", "HZN", "HZS", "LDV", "LDVS", "LDD", "LDDS", "LDT", "LDN", "LDS", "LZT", "LZN", "LZS" condensing units; and coil section of the "BN", "CN", "HN" or "LN" models of Air-cooled Condensers for a period of five (5) years from shipping date, in the event of any documented and verified (by Seller's representative) leaks in the coil tubes containing refrigerant at the point of and caused by tube contact with the end or center coil support sheets.

Seller will also reimburse the replacement cost of lost refrigerant for a period of five years from the date of shipment from leaks specifically caused by the reasons stated above. The replacement cost will be limited to one full system charge. The warranty specifically excludes leaks at header and weld joints, split tubes or leaks caused by failure to operate the product in accordance with published guidelines for operation and installation of equipment. The cost of replacement refrigerant will be limited to Seller's indexed nationwide average of refrigerant cost per pound. The warranty excludes any fines/fees related to refrigerant leaks.

"NRG" or "NRJ" Microchannel Coils

Seller warrants the micro channel coils of the NRG and NRJ Air-Cooled Condenser models for a period of seven (7) years from shipping date for leaks which occur within the body of the micro channel condenser coil. Extended warranty is valid only for unit shipments starting after January 1st 2016 and is restricted to the original installation site. Refrigerant leaks to be covered must be documented and verified by Seller's representative. Seller will also reimburse the replacement cost of lost refrigerant for the same seven (7) year period. The replacement cost will be limited to one full system charge. This extended warranty specifically excludes leaks at header or field weld joints, or due to failure to operate the product in accordance with published guidelines for operation or installation. Damage to the coil surface from an external source is also excluded. The cost of replacement refrigerant will be limited to Seller's indexed nationwide average of refrigerant cost per pound. The warranty excludes any fines/fees related to refrigerant leaks.

Air-cooled CONDENSERS "BN", "CN", "HN", "LN", "NRG" or "NRJ" Models

Seller warrants Air-cooled Condensers "BN", "CN", "HN", "LN", "NRG" or "NRJ" Models for a period of two (2) years from date of original installation, or 30 months from the date of shipment by Seller, whichever first occurs.

Optional EC Condenser Fan Motors EC Motors

- Seven (7) Blade motor assemblies - for a period of four (4) years from date of original installation, or fifty-four (54) months from date of shipment by Seller, whichever first occurs.
- Five (5) Blade motor assemblies - for a period of three (3) years from date of original installation, or forty-two (42) months from date of shipment by Seller, whichever first occurs.

Unit Cooler EC Fan Motors

Seller warrants EC Motors for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

Beacon II™ CONTROL SYSTEMS

Seller warrants the Beacon II™ Control System for a period of three (3) years from the date of original installation, or forty-two (42) months from the date of shipment by Seller, whichever first occurs.

Catalog Products Warranty

PRO³ PACKAGED REFRIGERATION SYSTEM:

Seller warrants the PRO3 Packaged Refrigeration System for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

HYPERCORE™ Microchannel Coil

Seller warrants the Hypercore™ Microchannel Condenser Coil for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

SMART DEFROST KIT™

Seller warrants the Smart Defrost Kit™ for a period of two (2) years from date of original installation, or thirty (30) months from date of shipment by Seller, whichever first occurs.

MOTOR COMPRESSORS:

Motor compressor replacements or exchanges shall be made through the nearest authorized wholesaler of the motor compressor manufacturer (not at Seller's factory) and no freight shall be allowed for transportation of the motor compressor to and from the wholesaler. The replacement motor compressor shall be identical to the model of the motor compressor being replaced. Additional charges which may be incurred throughout the substitution of other than identical replacements are not covered by this warranty. An optional, non-assignable, three (3) or four (4) year extended compressor warranty may be purchased within the boundaries of the United States of America, its territories and possessions, and Canada. With this extended compressor warranty, replacements are administered by an authorized compressor distributor only. Replacements within the first year of the warranty are available through the distributor; the second through fifth years, the purchaser must submit a proof-of-purchase of a compressor and supply it to Heatcraft Warranty Claims for reimbursement.

THIS WARRANTY SHALL NOT APPLY:

1. Glass is not guaranteed against breakage. If this refrigerator is equipped with a glazing assembly carrying the manufacturer's brand name (Thermopane, Twindow, etc.), the manufacturer's glazing warranty in effect at the time of this shipment is extended to that assembly.
2. BULBS: Light bulbs, fluorescent lamp tubes and LEDs are not covered by any warranty for length of life or for any type of breakage.
 3. To the condensing unit used with refrigerated equipment unless same was sold and shipped by Seller
4. When this equipment or any part thereof is damaged by accident, fire, flood, act of God, alteration, abuse, misuse, tampering, when the original model and serial number plate has been altered, defaced, or removed or used other than the recommended application by Seller.
 5. When this equipment or any part thereof is subject to operation on low, high or improper voltages. Low and high voltage is defined as more than a 5% drop below or 10% higher than name plate voltage ratings. NOTE: Proper field supply voltage to the equipment is the responsibility of the owner (end user).
6. To damage caused by overloading shelves or wire racks beyond the specified weight limits. The maximum weight limit for Seller's standard shelves and wire racks is 30lbs per square foot.
7. When this equipment or any part thereof is damaged, or when operation is impaired, due to failure to follow installation manual. NOTE: Proper installation is the responsibility of the installer, owner (end user).
8. Operational issues caused by ambient environmental conditions outside of the specified limits. Seller's indoor equipment is specified to operate in a conditioned ambient environment not to exceed 75 degrees Fahrenheit or 55% relative humidity. NOTE: Providing specified ambient environmental conditions are the responsibility of the owner (end user).
9. To equipment with final destinations unknown to seller as indicated on the original sales order.
10. To labor cost for repair or replacement of parts.
11. To special or expedited freight or shipping charges or to customs duties to any country.
12. If the Warranty holder fails to comply with all the provisions, terms and conditions of this Warranty.

Parts replaced under this Warranty are warranted only through the remainder of the original Warranty.

Extended Service Agreements are provided by a third party not affiliated with Seller. The services provided by the third party are subject to the terms and conditions of the Extended Service Agreements and Seller is not responsible for those services or the third party's performance of its obligations.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER SHALL NOT BE LIABLE TO BUYER, OR ANY CUSTOMER OF BUYER, FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, ADDITIONAL LABOR COSTS, LOSS OF REFRIGERANTS OR FOOD PRODUCT, OR ANY INJURY TO PERSON OR PROPERTY CAUSED BY DEFECTIVE MATERIAL OR PARTS OR FOR ANY DELAY OR MISPERFORMANCE IN THE PERFORMANCE DUE TO CAUSES BEYOND ITS CONTROL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE BY BUYER OR THIRD PARTIES OF THE PRODUCTS. SELLER'S MAXIMUM LIABILITY FOR DIRECT DAMAGES IS LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE PARTICULAR ITEM OF EQUIPMENT OR PART INVOLVED.

NOTE: IN THE CONSTANT EFFORT TO IMPROVE OUR PRODUCTS, WE RESERVE THE RIGHT TO CHANGE AT ANY TIME SPECIFICATIONS, DESIGN, OR PRICES WITHOUT INCURRING OBLIGATION.