

LIMITED WARRANTY

Cambridge Air Solutions ("Seller") warrants its products ("the Products") to be free from defects in material and workmanship for periods, from the date of shipment, of twenty-four (24) months for S-Series products, SA-Series products, E-Series products, ESC-Series products and M-Series products, except that burner assemblies and indirect evaporative exchangers are warranted for five (5) years from date of shipment.

Warranties on purchased parts such as electric motors, pumps, indirect fired heat exchangers, and coils are limited to the terms of warranty extended by our supplier.

Buyer's sole and exclusive remedy for any nonconformity with this warranty shall be, at Seller's option, repair or replacement of nonconforming parts, provided that Buyer shall return to Seller, shipping prepaid, said nonconforming part(s) bearing a durable tag indicating the original Shop Order reference number and Serial Number of the Product from which the part was taken. In addition, Seller may opt not to repair or replace nonconforming Product or part(s), but instead may refund to Buyer the price thereof, in lieu of repair or replacement. In no event shall Seller be liable for more than a refund of the purchase price or replacement value of the Product, whichever is less. This Warranty does not apply to field labor charges.

This Warranty applies only to Seller's Products, and not to any products, components or parts manufactured by others. Warranty coverage for such products, components or parts shall be as provided by their respective Sellers.

This Warranty does not apply and shall be void as to any Products that are misused or misapplied, that are installed, operated or maintained not in conformity with Seller's design, specifications, instructions, or Technical Manual, or are installed, operated or maintained in violation of any applicable national or local codes or industry standards.

Seller does not warrant Products if they are abused, improperly operated or maintained, subjected to abnormal wear and tear, damaged due to improper gas or electric service, damaged in transit, or have been repaired or modified by others without Seller's written authorization.

Buyer shall have no right to enforce this Warranty unless it has complied with all of its obligations under the contract for purchase lease of the Products, including without limitation being current on all payment terms.

THIS LIMITED WARRANTY IS SELLER'S ONLY WARRANTY WITH RESPECT TO THE PRODUCTS, AND IT IS IN LIEU OF AND SUPERCEDES ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES AFFORDED BUYER BY THIS WARRANTY ARE THE ONLY REMEDIES AFFORDED BUYER FOR ANY NONCONFORMITY WITH THIS WARRANTY OR FOR ANY DEFECT IN PRODUCTS, SERVICES OR REPRESENTATIONS PROVIDED BY SELLER IN CONNECTION WITH SUCH PRODUCTS. IN NO EVENT SHALL SELLER BEAR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS.

Buyer acknowledges that the foregoing warranty, limitations, and exclusions are a reasonable allocation of commercial risks by and among sophisticated business entities and are not subject to dispute as to their commercial reasonableness, fairness or ability to satisfy the essential purposes of the parties' transaction.

