

Limited Warranty

CimaTemp Portables Inc. warrants its portable air conditioner products and accessories against defects in material or workmanship. Under ordinary use ClimaTemp will, at its sole discretion, repair or replace any defective product or part covered by this warranty. Warranty coverage is (12) months for all parts and labor on the ClimaTemp product and (36) months on the compressor only, labor is not included after the 12 month Limited Warranty period. This warranty is in effect from the date of purchase on any invoicing for the end user. This warranty only covers portable air conditioners, Heat Pumps and Water-Cooled portable air conditioners. This limited warranty does not cover dehumidifiers.

After the Limited Warranty period (12) months expires, our standard compressor warranty extends an additional (24) months. The standard warranty only covers the compressor. This warranty does not cover labor, refrigerants or any additional parts or services.

This warranty does not cover malfunctions or misuse beyond ClimaTemp's control including improper operation, neglect, abuse, abnormal use, incorrect electrical connections, and failure to perform routine maintenance. Furthermore, ClimaTemp will not be responsible for improper installation that damages unit or components. Any shipping damage or improper transport is not covered under this warranty.

This limited warranty does not apply to:

- 1. Improper operation, neglect, abuse, abnormal use, incorrect electrical connections, and failure to perform routine maintenance.
- 2. Product is subject to any abnormal power conditions. This can include loss of power, voltage irregularities, power surges and improper voltage.
- 3. Expenses including labor and material incurred from removal and reinstallation of the product.

This limited warranty is conditional upon the following:

- 1. Return of the defective part to the manufacturer.
- 2. If the defective part is not returned to the Manufacturer for any reason, pictures of the defective part, area and or repair, requested by the Manufacturer, may be approved.
- 3. Determination by the Manufacturer that there exists a defect in the material or workmanship.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT. CLIMATEMP PORTABLES HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS. CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION ON LIABILITY NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY. IN NO EVENT WILL CLIMATEMP PORTABLES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, PERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF CLIMATEMP PORTABLES (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO WHICH SUCH CLAIM IS MADE. GOVERNING LAW AND JURISDICTION

