



Catalog Products Warranty Continued

MOTOR COMPRESSORS:

Motor compressors furnished by SELLER are subject to the standard warranty terms set forth above, except that 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, 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.

SELLER MAKES NO EXPRESS WARRANTIES EXCEPT AS NOTED ABOVE. ALL IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXCLUDED.

THE FORGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, NOTWITHSTANDING THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, THE MAGNUSON-MOSS WARRANTY — FEDERAL TRADE COMMISSION IMPROVEMENT ACT, OR ANY OTHER STATUTORY OR COMMON LAW, FEDERAL OR STATE.

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF ANY OTHER NATURE WHATSOEVER, WITH RESPECT TO PRODUCTS MANUFACTURED OR SOLD BY SELLER HEREUNDER, EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND ON THE FACE HEREOF. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER SHALL NOT BE LIABLE TO BUYER, OR ANY CUSTOMER OF BUYER, FOR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES, OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE BY BUYER OR THIRD PARTIES OF SAID PRODUCTS. TO THE EXTENT SAID PRODUCTS MAY BE CONSIDERED "CONSUMER PRODUCTS," AS DEFINED IN SEC. 101 OF THE MAGNUSON-MOSS WARRANTY — FEDERAL TRADE COMMISSION IMPROVEMENT ACT, SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO "CONSUMERS," EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND ON THE FACE HEREOF.