

LIMITED PRODUCT WARRANTY

TEMPRITE warrants all TEMPRITE products to be free from defects in materials or workmanship, under normal use and service, for a period of twelve (12) months from date of shipment, unless a start-up form is on file and accepted by TEMPRITE, in which case the warranty is twelve (12) months from date of start-up, or eighteen (18) months from date of shipment, whichever occurs first. Said start-up form shall signify that the equipment has been properly started and adjusted, and is operating under normal conditions, prescribed ratings and specifications, and was installed by qualified personnel in accordance with TEMPRITE instructions and local codes and ordinances.

TEMPRITE's obligation under this warranty is limited to the repair or replacement at its option, of any part or parts which, upon TEMPRITE's examination at its factory, are shown to be defective or at TEMPRITE's option, the return of the purchase price to the purchaser. Correction of such defects by repair or replacement, or, at TEMPRITE's option, the return of the purchase price shall constitute fulfillment of warranty obligations to the purchaser. This warranty does not cover corrosion or normal deterioration, or any transportation or labor charges paid for replacement of parts, adjustments, repairs or any other work. All replacement parts shall be shipped F.O.B. from TEMPRITE, Dallas, Texas, and all parts returned to TEMPRITE's factory shall be at buyer's expense. Replacement of all parts hereunder shall not operate to extend the original warranty period as to any part, including replacement parts supplied hereunder.

THE ABOVE WARRANTY HEREWITH SET FORTH IS IN LIEU OF AND SUPERCEDES ALL OTHER WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

TEMPRITE shall not be liable for any loss, damage, cost of repair or incidental or consequential damages of any kind in connection with the sale, use or repair of any TEMPRITE products. Any repairs made outside of TEMPRITE's factory without its written consent will void this limited warranty. This limited warranty shall be void if the equipment has been subjected to misuse, negligence, free chemicals in the system, improper maintenance or is operated contrary to the manufacturer's recommendations, or if the serial number has been altered, defaced or removed. Buyer assumes all liability for damages resulting from such handling, possession or use of the product.

No representative of TEMPRITE or its distributors or dealers is authorized to assume for us any obligation or liability in connection with this product, nor to alter the terms of this warranty in any way.

LIABILITY UNDER THIS WARRANTY SHALL NOT ATTACH AND BECOME EFFECTIVE UNTIL TEMPRITE HAS BEEN PAID IN FULL FOR PRODUCT SUPPLIED.



4830 Transport Drive, Dallas, TX 75247