

**WARRANTY STATEMENT
(ONE-YEAR LIMITED WARRANTY ON PARTS AND LABOR)**

G&D CHILLERS, INC. provides a limited warranty to the original purchaser of new products against defects in materials and workmanship for a period of one (1) year of normal commercial usage. This warranty is not transferrable. If a product covered by this warranty is determined to be defective within the warranty period, G&D CHILLERS, INC. will, unless otherwise required by applicable law, either repair or exchange the product at its sole option and discretion.

EXCHANGE

Should G&D CHILLERS, INC. elect to exchange a product due to a covered defect during the warranty period, the replacement unit may, at G&D CHILLERS, INC.'s sole option and discretion, be new or one which has been recertified, reconditioned, refurbished or otherwise remanufactured from new or used parts and is functionally equivalent to the original product.

REPAIR: PARTS AND LABOR

There will be no charge for parts or labor to repair a product for a covered defect during the warranty period. Replacement parts may, at G&D CHILLERS, INC.'s sole option and discretion, be new, used, reconditioned, refurbished or otherwise remanufactured or recertified as functionally equivalent replacement parts.

REMAINING WARRANTY

Repaired or exchanged products are warranted for the remaining portion of the product's original warranty or for ninety (90) days from warranty service or exchange, whichever is longer. Any upgrade to the original product will be covered only for the duration of the original warranty period.

EXCLUSIONS

This warranty does not cover, for example: abuse, accident, acts of God, consumable parts such as batteries, cosmetic damage (e.g. scratches, dents, cracks), damage caused by use with non-G&D CHILLERS, INC. products (e.g. accessories, housing, parts, etc.), damages from shipping, improper installation or operation, improper voltage supply or power surges, lack of reasonable use, misuse, modifications or alterations, normal wear and tear or aging, as well as installation and set-up issues or any tampering or repairs attempted by anyone other than by a G&D CHILLERS, INC. authorized repair technician. This one year limited warranty does not cover products sold "AS IS", "FACTORY RECERTIFIED", or by a non-authorized reseller.

ASSIGNMENT OF WARRANTIES

G&D Chillers, Inc. assigns to product purchasers any and all warranties of manufacturers and suppliers of component parts that are assignable, but G&D Chillers, Inc. makes no representations as to the effectiveness or extent of such warranties and assumes no liability or responsibility for any third-party manufacturer or supplier's products or component parts that are

sold by G&D Chillers, Inc.

DISCLAIMER OF WARRANTY

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED OR DESCRIBED ABOVE. EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY G&D CHILLERS, INC. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN THE "LIMITED WARRANTY" SECTION ABOVE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS, AND THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

DISCLAIMER OF LIABILITY

G&D CHILLERS, INC.'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING G&D CHILLERS, INC.'S NEGLIGENCE, ALLEGED DAMAGE, OR DEFECTIVE GOODS, WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT. G&D CHILLERS, INC. SHALL NOT BE RESPONSIBLE FOR LOSS OF USE, WORK STOPPAGE, FAILURE OF OTHER EQUIPMENT TO WHICH THE PRODUCT IS CONNECTED, COMMERCIAL LOSS, LOST REVENUE OR LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO ORAL OR WRITTEN REPRESENTATIONS MADE BY G&D CHILLERS, INC. SHALL CREATE ANY ADDITIONAL WARRANTY OBLIGATIONS, INCREASE THE SCOPE, OR OTHERWISE MODIFY IN ANY MANNER THE TERMS OF THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, G&D CHILLERS, INC. DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCTS COVERED UNDER THIS LIMITED WARRANTY WILL MEET YOUR REQUIREMENTS, OR THIRD PARTY SERVICES, BE UNINTERRUPTED, ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THIS LIMITED WARRANTY IS SUBJECT TO CHANGE WITHOUT

NOTICE. CHECK www.gdchillers.com FOR THE MOST CURRENT VERSION OF THIS WARRANTY.

SEVERABILITY

In the event that any term or provision contained in this limited warranty is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed modified to the extent necessary to make such provision enforceable by such court, taking into account the intent of the parties. The invalidity in whole or in part of any portion of this limited warranty shall not impair or affect the validity or enforceability of the remaining provisions of this limited warranty.

HOW TO OBTAIN WARRANTY SERVICE (PRE-AUTHORIZATION REQUIRED):

To obtain warranty service, contact G&D CHILLERS, INC.:

1. If via email: info@gdchillers.com
2. If via phone at (800) 555-0973 from 9:00AM to 5:00PM Monday through Friday Pacific Time.
3. If by mail to:

G&D Chillers, Inc.
3498 West First, Suite 1
Eugene, OR 97402