## Re-Coil Solutions Warranty Statement

## **LIMITED WARRANTY**



Re-Coil Solutions strives to provide world class coil manufacturing with customer satisfaction as our goal. Re-Coil Solutions warrants all coils, and its components, to be free of defect in materials and workmanship, under normal use and service, for the below stated warranty period.

Except as excluded or limited below, Re-Coil Solutions warrants for a period of <u>one (1) year</u> that Re-Coil Solutions will repair or replace, at our option, components of your coil that are defective in factory materials and factory workmanship. Re-Coil Solutions, at its sole discretion, reserves the right to substitute parts or components of substantially equal quality, or make design and/or manufacturing improvements, as the exclusive remedy under this Limited Warranty. This warranty does not cover cosmetic flaws which do not affect the operation of the unit once the unit is accepted by customer.

This Limited Warranty does **NOT** cover, or limited to the following:

- Improper installation or maintenance
- Damage caused by freezing or abnormally high temperatures
- Shipping damage
- Internal damage caused by water or any other foreign matter that can be contribute to a defect
- Misuse or Neglect
- Any cause other than ordinary application.
- Adjustment by non-authorized source
- Repair, modification, or installation of options or parts by anyone other than a authorized service technician
- Improper environment- Excessive or inadequate heating or air conditioning or electrical powers failures, surges or other irregularities
- Fire, flood, earthquake, other natural causes, or man-made causes
- Labor for the installation removal, or reinstallation of the unit.

This Limited Warranty covers any manufacturing defects or malfunctions from the manufacturer. This Limited Warranty extends to the wholesale purchaser or retail purchaser, is not transferable and begins on the date of original shipment from the factory. This Limited Warranty is effective for a period of <u>one (1) year</u> from such date. Written notice of defect(s) must be given to Re-Coil Solutions directly no later than ten (10) days after the expiration of this Limited Warranty. Warranty repairs, if required, will be made without charge and within industry standards, if found to be a manufacturing defect. Units must be returned to Re-Coil Solutions for warranty service with freight charges prepaid, unless other arrangements are made through Re-Coil Solutions.

## LEGAL RIGHTS/LIMITATION OF IMPLIED WARRANTIES

No one else is authorized to make any other warranties on Re-Coil Solutions' behalf. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, RE-COIL SOLUTIONS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE WARRANTIES ARISING FROM A COURSE OF DEALINGS OR TRADE USAGE. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWABLE BY LAW, OR LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. THE ONLY WARRANTY OFFERED IS THE EXPRESS LIMITED WARRANTY PROVIDED HEREIN.

GLA SALES SHALL NOT BE LIABLE FOR LOSS OR DAMAGE, INCLUDING LOST PROFITS, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, SUSTAINED BY REASON OF ANY DEFECT IN MATERIALS OR WORKMANSHIP. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ALLEGATIONS OF DEFAULT BY GLA SALES SHALL BE A REPAIR OR REPLACEMENT AS PROVIDED HEREIN. IN NO EVENT SHALL ANY DAMAGES EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCT. FURTHER, GLA SALES SHALL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY ENTITY FURNISHING SERVICES IN CONNECTION WITH DELIVERY OR INSTALLATION OF ITS PRODUCTS. No action may be brought against Re-Coil Solutions for breach of this Limited Warranty, any applicable implied warranty, or for any other claim relating to Re-Coil Solutions more than one (1) year after the expiration of the one (1) year term of this Limited Warranty.

This Limited Warranty shall be governed by the laws of the State of Texas, U.S.A., and by the laws of the United States of America, excluding their conflicts of laws principles. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this limited warranty. Jurisdiction and venue shall be exclusive to the courts of Harrison County, Texas, or the Federal Court for the Eastern District of Texas, and customer agrees to this express term as a condition of purchase.

## PRODCEDURE FOR WARRANTY SERVICE

For warranty service, you will need to contact Re-Coil Solutions directly. The following information will need to be provided off of the unit: Unit Model Number, and Serial Number. Re-Coil Solutions will issue a Non-Conformance Report number to the wholesaler with instructions on return and/or replacement of the unit. Alleged defective unit(s) which are returned will be examined for defect(s), and replacement unit(s), if warranty conditions are met, will be shipped back to wholesaler. If there are any questions about the coverage of this warranty, please contact Re-Coil Solutions at the information provided below.