



LIMITED WARRANTY

KE2 Therm Solutions, Inc. (“The Company”) warrants that the goods manufactured by The Company will be free from defects in material and workmanship and substantially meet published specifications at the time of shipment under normal use and regular service and maintenance for the period of one (1) year from date of user purchase determined by seller invoice date, or (18) eighteen months from date of shipment from manufacturer, whichever is earlier. This limited warranty is void if defect(s) result from failure to have this unit installed by an industry certified/licensed HVAC/R contractor. Unless otherwise stated in a separate software license agreement, The Company makes no warranty as to any software. The warranties set forth are the sole and exclusive warranties given by The Company with respect to the goods and software and are in lieu of and exclude all other warranties, expressed or implied, arising by operation of law or otherwise, including without limitation, merchantability or fitness for a particular purpose whether or not the purpose or use has been disclosed to The Company in specifications, drawings or otherwise, and whether or not KE2 Therm Solutions, Inc. products are specifically designed and/or manufactured by The Company for Buyer’s use or purpose. Pre-production (Prototype, Engineering Verification Test, or Design Verification Test) units are sold “where is, as is, with all faults” without warranty of any kind, express or implied including without limitation, implied warranties of merchantability or fitness for intended purpose.

The sole and exclusive remedy for breach of any warranty hereunder shall be limited to repair, correction or replacement, or refund of the purchase price. The Company shall not be liable for damages caused by delay in performance and in no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall The Company’s liability to Buyer and/or its customers exceed the price paid by Buyer for the specific products provided by The Company rise to the claim or cause of action. Buyer and/or its customers agree that in no event shall The Company’s liability to Buyer and/or its customers extend to include incidental, consequential or punitive damages. The term “consequential damages” shall include, but not be limited to, loss of anticipated profits business interruption, loss of revenue, sot of capital or loss or damage to property or equipment. It is expressly understood that any technical advice furnished by The Company with respect to the use of products is given without charge, and The Company assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer’s and/or customers risk.

Limited Warranty Guidelines:

- Proper registration at time of installation must be complete.
- Warranty claims must be processed through original purchase channel.