



LIMITED WARRANTY

DENSO SALES CALIFORNIA, INC. ("DENSO") warrants its MOVINCOOL Products only to the extent stated in its official written warranties. Unless otherwise specifically provided in writing by DENSO, DENSO warrants to end-user that the Products shall be free of defects in materials or workmanship and will function in accordance with DENSO's published specifications under ordinary intended use and service for a period of twelve (12) months from the date of purchase on the invoice to the end-user; provided, however in the case of the compressor element of the Products such warranty shall be for a period of thirty six (36) months (except for the PC7 unit. The PC7 unit has (12) months warranty on the compressor) from the date of purchase on the invoice to the end user. DENSO shall, at its sole option, repair or replace any defective Product covered by this warranty. Such remedy shall be end-user's sole remedy with respect to any particular defect in the Products.

This warranty does not cover defects or malfunctions which result from causes beyond DENSO's control, including, without limitation, (i) unusual physical or electrical stress; (ii) accident, neglect, abuse, misuse or other abnormal use; (iii) failure to perform routine maintenance in accordance with DENSO's recommended procedures; (iv) normal wear and tear; (v) repairs or attempted repairs by an unauthorized person; (vi) modifications or alterations to the Products; (vii) use with parts or devices not supplied or approved by DENSO; (viii) improper installation or service; (ix) shipping damage to any units or spare parts during shipping. This includes and is not limited to compressors, evaporators and condenser coils. This warranty shall extend only to the original end-user and shall be void if any labels or other identifying marks permanently affixed to Products when shipped by DENSO are removed, altered, defaced or obliterated.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY, AS LIMITED HEREIN, SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ON THE PART OF DENSO SALES CALIFORNIA, INC., OR DENSO CORPORATION, WHETHER ARISING FROM LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANT-ABILITY OR FITNESS OF A PARTICULAR PURPOSE OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER DENSO SALES CALIFORNIA, INC., NOR DENSO CORPORATION WILL, IN ANY EVENT, BE LIABLE FOR LOST PROFITS, COSTS OF PROCESSING, INJURY, GOODWILL, OR ANY OTHER CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM BREACH OF THIS WARRANTY.

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