



## EVAPCOLD EXPRESS WARRANTY

**Applies to all Evapco® Evapcold LCR models.**

### MANUFACTURER'S EXPRESS WARRANTY

EVAPCO warrants the mechanical rotating equipment and main electrical control panel components consisting of the bare compressor and motor, refrigerant pump, evaporator fans and motors, condenser fans and motors ventilation fans and dampers, mechanical equipment supports and main electrical control panel, starters and variable speed drives, to be free from defects in materials and workmanship for a period of **24 months from startup or 30 months** from the date of shipment by Evapco, whichever occurs first. Any component not listed above is warranted against defects in materials and workmanship for a period of **one (1) year** from startup, but not to exceed **eighteen (18) months** from the date of shipment from EVAPCO. **Labor costs associated with any repair work performed under the terms of the warranty are NOT included within the warranty.** Damage caused by misuse of the product, including without limitation failure to properly install or maintain the product, is NOT covered by the warranty. This warranty is predicated on unit operation and maintenance in accordance with EVAPCO's recommended operation and maintenance procedures.

### LIMITATION OF LIABILITY

**THE SOLE REMEDY FOR BREACH OF THE EXPRESS WARRANTIES DESCRIBED HEREIN SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY EVAPCO, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. IT SHALL BE IN EVAPCO'S SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE OFFERED REMEDY. IF EVAPCO DECIDES TO MAKE REPAIRS, EVAPCO HAS THE OPTION OF COMPLETING ALL NECESSARY REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT EVAPCO'S EXPENSE. EVAPCO IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT EVAPCO DID NOT PRE-APPROVE IN WRITING. EVAPCO IS ONLY RESPONSIBLE FOR COSTS THAT PERTAIN TO REPAIR OR REPLACEMENT OF EQUIPMENT SUPPLIED BY EVAPCO (i.e., EVAPCO IS NOT RESPONSIBLE FOR REPLACEMENT OR MODIFICATION OF PIPING, SUPPORTING STEEL, ELECTRICAL WIRING, MOTOR STARTERS OR "IN AND OUT" COSTS SUCH AS THIRD PARTY LABOR, CRANE OR OTHER EQUIPMENT FEES).**

**NOTWITHSTANDING ANYTHING ELSE IN THIS DOCUMENT, EVAPCO'S LIABILITY OF ANY KIND WHATSOEVER SHALL NOT EXCEED THE PURCHASE PRICE SET FORTH ON THE PURCHASE ORDER. UNDER NO CIRCUMSTANCES SHALL EVAPCO BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, REFRIGERANT LOSS, PRODUCT LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF EVAPCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In addition, Evapco shall not be responsible for any injuries or damages of any kind whatsoever under any theory of tort to the extent the injuries or damage are caused by misuse of the product by buyer or any third party.

### DISCLAIMER OF IMPLIED WARRANTIES

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