

RECONDITIONED EQUIPMENT WARRANTY

The following terms and conditions shall apply to the purchase of Perfectemp products. Acceptance of product constitutes customers acceptance of these terms and conditions.

Limited Warranty:

- A. Parts – (1) one year: Perfectemp warrants that the products will be free of defects in material for the first year after the date of delivery
- B. Labor – (10) days: Perfectemp warranty includes labor charges incurred for repairs and replacement of defective parts during the first (10) days from the date of delivery of the product(s). This warranty does not apply to the following charges, (1) travel time, (2) overtime, (3) initial installation, start-up or correction of improper product installation, (4) refrigerant or oils and (5) other consequential losses (example product loss, loss of sales) etc.

Representations:

No dealer, salesperson, installation contractor, or distributor of Perfectemp products is authorized to make any representation or warranties regarding the products to the customer, and no representations or warranties made by such person shall be binding by Perfectemp. Warranties are only authorized by a Perfectemp factory representative.

Performance of Warranty:

Perfectemp's only obligation under the warranty shall be to replace or correct any defective materials or workmanship on product(s) or parts of product(s) returned to Perfectemp during the applicable warranty period. If customer believes he has a claim under the warranties, customer shall return the allegedly defective product(s) or parts of product(s) to Perfectemp during the applicable warranty period for examination, or request authorization from Perfectemp for servicing the product(s). If the returned item is defective Perfectemp will furnish the customer with a replacement item of similar design and capability. All costs of shipping items to Perfectemp will be the responsibility of the customer. Costs for shipping items to the customer will be the responsibility of the customer. The warranties do not include any labor required to remove defective items from the product(s) or to install replacement items. **No Warranty Work or Parts are Binding if Factory Authorization is Not Obtained Prior to the Work Performed.**

Limitations:

The warranties are subject to the following limitations and conditions: (a) The warranties do not apply to any display glass or other glass or plexi glass breakage or replacement of light bulbs or heating lamps; (b) the warranties do not apply to any refrigerant recovery or refrigerant leakage; (c) the warranties do not apply to any food loss, loss of sales, or any other consequential damages or losses (d) the warranties are applicable only to defects in material and workmanship which exist at the time the product(s) are shipped from Perfectemp's plant and which become apparent during normal use and maintenance of the product(s). The warranties do not apply to any defects or damage to the products resulting from misuse, abuse, failure to maintain, acts of God, accidents, alterations, deterioration due to normal use, wear and tear, improper storage, exposure to the elements or damage in transit; (e) the warranties shall be void if the purchaser of the product(s) fails to pay Perfectemp within the agreed upon terms of the sale; (f) glass, door gaskets, fluorescent lamps, light bulbs, light plugs, light sockets, driers, fuses and thermometers are excluded from the warranty.

Governing Law and Jurisdiction:

This warranty shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. All litigation relating to this warranty shall take place in the Court of Common Pleas in Berks County, Pennsylvania or the Federal District Court of the Eastern District of Pennsylvania, Customer and Perfectemp each consent to such Courts exercising personal jurisdiction over them and voluntarily grant such Courts the right to exercise personal jurisdiction over them.