

COMMERCIAL WARRANTY

Seller warrants its products to be free from defects in material and workmanship, EXCLUSIVE, HOWEVER, of failures attributable to the use of materials substituted under emergency conditions for materials normally employed. This warranty covers replacement of any parts furnished from the factory of Seller, but does not cover labor of any kind and materials not furnished by Seller, or any charges for any such labor or materials, whether such labor, materials or charges thereon are due to replacement of parts, adjustments, repairs, or any other work done. This warranty does not apply to any equipment which shall have been repaired or altered outside the factory of Seller in any way so as, in the judgment of Seller, to affect its stability, nor which has been subjected to misuse, negligence, or operating conditions in excess of those for which such equipment was designed. This warranty does not cover the effects of physical or chemical properties of water or steam or other liquids or gases used in the equipment.

BUYER AGREES THAT SELLER'S WARRANTY OF ITS PRODUCTS TO BE FREE FROM DEFECT IN MATERIAL AND WORKMANSHIP, AS LIMITED HEREIN, SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, **THERE ARE NO OTHER WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, WHICH EXTEND BEYOND THE PRODUCT DESCRIPTION CONFIRMED BY BUYER AND SELLER AS OF THE DATE OF FINAL AGREEMENT.**

This warranty is void if the input to the product exceeds the rated input as indicated on the product serial plate by more than 5% on gas-fired and oil-fired units, or if the product in the judgment of SELLER has been installed in a corrosive atmosphere, or subjected to corrosive fluids or gases, been subjected to misuse, negligence, accident, excessive thermal shock, excessive humidity, physical damage, impact, abrasion, unauthorized alterations, or operation contrary to SELLER'S printed instructions, or if the serial number has been altered, defaced or removed.

BUYER AGREES THAT IN NO EVENT WILL SELLER BE LIABLE FOR COSTS OF PROCESSING, LOST PROFITS, INJURY TO GOODWILL, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE ORDER OR USE OF ITS PRODUCT, WHETHER ARISING FROM BREACH OF WARRANTY, NONCONFORMITY TO ORDERED SPECIFICATIONS, DELAY IN DELIVERY, OR ANY LOSS SUSTAINED BY THE BUYER.

BUYER'S REMEDY FOR BREACH OF WARRANTY, EXCLUSIVE OF ALL OTHER REMEDIES PROVIDED BY LAW, IS LIMITED TO REPAIR OR REPLACEMENT AT THE FACTORY OF SELLER, ANY COMPONENT WHICH SHALL, WITHIN THE APPLICABLE WARRANTY PERIOD DEFINED HEREIN AND UPON PRIOR WRITTEN APPROVAL, BE RETURNED TO SELLER WITH TRANSPORTATION CHARGES PREPAID AND WHICH THE EXAMINATION OF SELLER SHALL DISCLOSE TO HAVE BEEN DEFECTIVE; EXCEPT THAT WHEN THE PRODUCT IS TO BE USED BY BUYER AS A COMPONENT PART OF EQUIPMENT MANUFACTURED BY BUYER, BUYER'S REMEDY FOR BREACH, AS LIMITED HEREIN, SHALL BE LIMITED TO ONE YEAR FROM DATE OF SHIPMENT FROM SELLER. FOR GAS-FIRED PRODUCTS INSTALLED IN HIGH HUMIDITY APPLICATIONS AND UTILIZING STAINLESS STEEL HEAT EXCHANGERS, BUYER'S REMEDY FOR BREACH, AS LIMITED HEREIN, SHALL BE LIMITED TO TEN YEARS FROM DATE OF SHIPMENT FROM SELLER.

These warranties are issued only to the original owner-user and cannot be transferred or assigned. No provision is made in these warranties for any labor allowance or field labor participation. Seller will not honor any expenses incurred in its behalf with regard to repairs to any of Seller's products. No credit shall be issued for any defective part returned without proper written authorization (including, but not limited to, model number, serial number, date of failure, etc.) and freight prepaid.

OPTIONAL SUPPLEMENTAL WARRANTY

Provided a supplemental warranty has been purchased, Seller extends the warranty herein for an additional four (4) years on certain compressors. Provided a supplemental warranty has been purchased, Seller extends the warranty herein for an additional four (4) years or nine (9) years on certain heat exchangers.

EXCLUSION OF CONSUMABLES & CONDITIONS BEYOND SELLER'S CONTROL

This warranty shall not be applicable to any of the following items: refrigerant gas, belts, filters, fuses and other items consumed or worn out by normal wear and tear or conditions beyond Seller's control, including (without limitation as to generality) polluted or contaminated or foreign matter contained in the air or water utilized for heat exchanger (condenser) cooling or if the failure of the part is caused by improper air or water supply, or improper or incorrect sizing of power supply.

Component Applicable Models	"APPLICABLE WARRANTY PERIOD"
Heat Exchangers Gas-Fired Units	TEN YEARS FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN TEN YEARS FROM DATE OF RESALE BY BUYER OR ANY OTHER USER, WITHIN TEN YEARS FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN ONE HUNDRED TWENTY-SIX MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST
Heat Exchangers Low Intensity Infrared Units Compressors Condensing Units for Cassettes	FIVE YEARS FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN FIVE YEARS FROM DATE OF RESALE BY BUYER OR ANY OTHER USER, WITHIN FIVE YEARS FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN SIXTY-SIX MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST
Burners Low Intensity Infrared Units Other Components excluding Heat Exchangers, Coils, Condensers, Burners, Sheet Metal	TWO YEARS FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN TWO YEARS FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN THIRTY MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST
Heat Exchangers/Coils Indoor and Outdoor Duct Furnaces and System Units, Steam/Hot Water Units, Oil-Fired Units, Electric Units, Cassettes, Vertical Unit Ventilators, Ventilators, Geothermal Units Compressors Vertical Unit Ventilators, Ventilators, Geothermal Units Burners High Intensity Infrared Units Sheet Metal Parts All Products	ONE YEAR FROM DATE OF FIRST BENEFICIAL USE BY BUYER OR ANY OTHER USER, WITHIN ONE YEAR FROM DATE OF RESALE BY BUYER IN ANY UNCHANGED CONDITION, OR WITHIN EIGHTEEN MONTHS FROM DATE OF SHIPMENT FROM SELLER, WHICHEVER OCCURS FIRST

As Modine Manufacturing Company has a continuous product improvement program, it reserves the right to change design and specifications without notice.



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