

LIMITED WARRANTY

This Limited Warranty is extended only to the person or firm whose name appears specifically on the face of the sales invoice as the purchaser of a compressor. This Limited Warranty is effective for a period of two (2) years from the date of the sales invoice, as applicable, unless otherwise stated in writing on the City Compressor invoice and/or quote. It shall apply to compressors remanufactured solely by City Compressor, Charlotte, North Carolina, unless modified by City Compressor, in writing, on the sales invoice. NOTE - One-year warranty on refrigeration and transportation compressors, Carrier 5F, 5H & 06LH and Copeland 8R, 9R, 2D, 3D & 8D and Trane A & F designs and all compressors sold as Trane COM's.

The Buyer's sole remedies are limited to repair of defective compressor caused by improper workmanship or material by City Compressor. Under no circumstances shall City Compressor be liable to the Purchaser, whose name appears on the sales invoice, or any third party for any loss or damage, direct, consequential or incidental, arising out of the use or failure of the compressor. All warranty repair work shall be performed free on board (f.o.b.) at City Compressor. Payment for replacement compressors shipped prior to warranty determination are due under the normal Buyer terms and conditions, including freight.

This Limited Warranty does not apply to defects caused by conditions or forces outside City Compressor's control, including but not limited to: Acts of God, improper commissioning, improper service, improper voltage, improper system design, repairs or tampering by unauthorized persons, moisture/acid in system, or liquid dilution/slugging. Opening the compressor voids this warranty.

In the case of BURNT OUT SYSTEMS, this Limited Warranty shall not be applicable and is expressly EXCLUDED UNLESS the following conditions precedent were performed by Buyer: The entire system is thoroughly cleaned and suction line filters and liquid line dryers are installed prior to compressor start up. City Compressor reserves the right to determine whether in fact these procedures were undertaken by the Buyer.

THIS IS A LIMITED WARRANTY. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE GOODS PURCHASED HEREUNDER OR TO THEIR FITNESS FOR BUYER'S PURPOSE. ONLY ONE (1) REPLACEMENT WARRANTABLE COMPRESSOR ALLOWED PER PURCHASE. A RESTOCKING FEE OF UP TO 35% WILL BE APPLIED TO ALL AUTHORIZED PRODUCT RETURNED IN ORIGINAL CONDITION.