

SPX Cooling Technologies Certification of Limited Warranty

SPX Cooling Technologies, Inc. ("SPX Cooling") hereby warrants the Recold JC, Recold JT, Recold JW, Recold MC, Recold MT and Recold MW products will be free from all defects in materials and workmanship for a period of eighteen (18) months from the date of shipment by SPX Cooling to the original installation.

The obligation under this warranty is limited to the repair or the replacement of defective materials, at SPX Cooling's option, F.O.B. original shipping point or EXWORKS plant. Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty. This warranty is non transferable.

This warranty does not obligate SPX Cooling to bear the cost of labor, transportation charges, or other costs incurred in connection with the repair or replacement of defective parts; nor does this warranty apply to normal wear and tear nor to damage resulting from operations not conforming with the Recold's operation and maintenance instructions, accident, alteration, misuse or an abnormally corrosive or abrasive use environment.

SPX Cooling's total liability for damages related to the performance of or failure to perform shall be limited to the amount of the contract price and in no event shall either party hereto be responsible or held liable to the other for any special, punitive, indirect, incidental, or consequential damages.

The above warranties are in lieu of all other warranties expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from this agreement.

SPX[®]

SPX Cooling Technologies, Inc.

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WARRANTY 2010-1209