

COONEY FREEZE BLOCK WARRANTY

Cooney Engineered Solutions, a division of Cooney Technologies, (“Seller”) warrants to the original purchaser (the “Customer”) for a period of twelve, (12) months from the date Seller initially ships the Cooney Freeze Block Coils, (the “Product”) to such Customer (the “Limited Warranty Period”) that the Product will be free from manufacturer’s defects in material and workmanship under normal installation, use and service. Seller also warrants to Customer for a period of thirty (30) months from the date Seller initially ships the Product to such Customer (the “Limited Warranty Period”) that Product will be free from freeze related damages under normal installation, use and service.

If any breach of this Limited Warranty is reported to Seller before the end of this Limited Warranty Period, Seller, at its exclusive option, will upon confirmation of the existence of a defect covered by this Limited Warranty, either authorize the repair of or supply a replacement for the defective Product (see IOM for further information regarding warranty coverage).

To obtain one of the above remedies, Seller must have inspected installed Product or the Customer must have delivered the allegedly defective Product to Seller at the Customer’s expense, with a return authorization number obtained from Seller’s customer service representative, together with copies of documents reasonably necessary to confirm Customer’s purchase of the Product. Upon Seller’s confirmation of the existence of a defect covered by this Limited Warranty, Seller will, at Seller’s expense, return the repaired or replaced Product to the Customer via common carrier and reimburse the Customer for charges incurred delivering product to Seller. If Seller cannot confirm the existence of a defect covered by this Limited Warranty, Seller will return the Product to the Customer via common carrier at the Customer’s expense. This Limited Warranty does not obligate Seller to pay any labor or service costs incurred by Customer for removing or replacing parts, or any shipping charges.

DISCLAIMER OF IMPLIED AND OTHER WARRANTIES

THE PRECEDING EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY SELLER. SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

EXCLUSIVE REMEDIES

THE EXPRESS REMEDIES STATED ABOVE ARE THE EXCLUSIVE REMEDIES AVAILABLE TO THE CUSTOMER AGAINST SELLER FOR ANY DEFECTS IN ANY PRODUCT OR FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, SELLER’S NEGLIGENCE. The purpose of the express exclusive remedies is to provide the Customer with the repair or replacement of a Product of Seller that is found to be defective under the preceding Limited Warranty. These exclusive remedies will not be deemed to have failed of their essential purpose as long as Seller is willing and able to repair or replace such defective Product in the prescribed manner.

SELLER SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR DEFECTIVE OR NONCONFORMING PRODUCTS, BREACH OR REPUDIATION OF ANY TERM OR CONDITION OF ANY DOCUMENT, NEGLIGENCE, OR ANY OTHER REASON.

LIMITATIONS APPLICABLE TO THIS LIMITED WARRANTY

This limited warranty is given only to the Customer who is the first purchaser of the Product, and is not given to any subsequent owners or any other user of the Product or any other person or entity. This Limited Warranty does not apply to alleged defects resulting from or related to:

Improper use or tampering, neglect, alterations or repair by someone other than Seller, accident, corrosive atmospheres, improper installation, deterioration caused by water quality, improper mounting, trapping, rapid cycling, vibration, hydraulic, thermal or mechanical shock, tensile or compressive forces, external coatings not approved by seller, pulsation, inadequate or improper maintenance, erosion, poor air distribution, improperly specified design conditions, operating conditions beyond the limits of the design or any reason not related to defects in material or workmanship of the Product, or deviation from the Cooney Installation and Operation Manual.

The Customer is solely responsible for the determining whether a product purchased from Seller is suitable for the Customer's needs or applications. Although Seller may be asked to provide opinions or other information about the Product in a proposed application or make opinions or other information available from time to time, Seller will not, by responding to requests for or otherwise providing opinions or other information, assume any responsibility for the design or suitability of the Product in Customer's proposed application, the Customer's methods, processes or products, supplement any opinions or information provided or to make further information available.

This document cannot be amended or modified as against Seller except by a writing signed by an authorized officer of Seller. No claim or right of Seller arising out of any breach of any of the Customer's obligations to Seller may be discharged by any purported waiver or renunciation unless such waiver or renunciation is made expressly by Seller in writing and is supported by consideration.