



WARRANTY STATEMENT

DENSO PRODUCTS AND SERVICES AMERICAS, INC (“DENSO”) warrants its MOVINCOOL products only to the extent stated in its official written warranties. Unless otherwise specifically provided in writing by DENSO, DENSO warrants to the original end-user that the products shall be free of defects in materials or workmanship and will function in accordance with DENSO's published specifications under ordinary intended use and service for a period listed below beginning from the date of purchase on the invoice to the end-user:

Portable Air Conditioners:

Model(s): Classic 10, Classic 40, Classic 60, Climate Pro K12, Climate Pro K18, Climate Pro K24, Climate Pro K36, Climate Pro K60, Climate Pro K63, Climate Pro D12, Climate Pro D18, Climate Pro X14, Climate Pro X20 and Climate Pro X26.

Warranty: 3 Years with warranty registration OR 1 Year for unregistered units.

Ceiling Mounted Air Conditioners:

Model(s): CM12 and CM25

Warranty: 2 Years on the Unit and 3 Years on the Compressor with warranty registration OR 1 Year on the Unit and 3 Years on the Compressor for unregistered units.

DENSO shall, at its sole discretion, repair or replace any defective product covered by this warranty. Such remedy shall be end-user's sole remedy with respect to any particular defect in the products. This warranty does not cover defects or malfunctions which result from causes beyond DENSO's control, including, without limitation, (i) unusual physical or electrical stress; (ii) accident, neglect, abuse, misuse or other abnormal use; (iii) failure to perform routine maintenance in accordance with DENSO's recommended procedures; (iv) normal wear and tear; (v) repairs or attempted repairs by an unauthorized person; (vi) modifications or alterations to the products; (vii) use with parts or devices not supplied or approved by DENSO; (viii) improper installation or service; (ix) shipping damage to any units or spare parts during shipping. This includes and is not limited to compressors, evaporators and condenser coils. This warranty shall extend only to the original end-user and shall be void if any labels or other identifying marks permanently affixed to products when shipped by DENSO are removed, altered, defaced or obliterated.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY, AS LIMITED HEREIN, SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ON THE PART OF DENSO PRODUCTS AND SERVICES AMERICAS, INC, OR DENSO CORPORATION, WHETHER ARISING FROM LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANT-ABILITY OR FITNESS OF A PARTICULAR PURPOSE OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER DENSO PRODUCTS AND SERVICES AMERICAS, INC, NOR DENSO CORPORATION WILL, IN ANY EVENT, BE LIABLE FOR LOST PROFITS, COSTS OF PROCESSING, INJURY, GOODWILL, OR ANY OTHER CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM BREACH OF THIS WARRANTY.