

Warranty and Liability for TR Series Variable Frequency Drives Terms and Conditions

Warranty and Liability. Seller's warranty obligation for the Trane TR Series variable frequency drive (the "VFD") is limited to the following: Seller warrants for a period of 36 months from initial start-up or 42 months from date of shipment, whichever is less, that the VFD manufactured by Seller covered by Buyer's order (1) is free from defects in material and manufacture and (2) has the capacities and ratings set forth in Seller's catalogs and bulletins ("Warranty"). Exclusions from this Warranty include damage or failure arising from: abuse, misuse, wear and tear; corrosion, erosion, deterioration; Buyer's failure to follow the Seller-provided maintenance plan; modifications made by others to Seller's equipment. Seller shall not be obligated to pay for the cost of lost refrigerant. Seller's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, f.o.b. factory or warehouse at Seller-designated shipping point, freight-allowed to Seller's warranty agent's stock location, for all non-conforming Seller-manufactured VFDs which have been returned by Buyer to Seller. Replacement equipment or parts may be new or reconditioned. The Warranty includes a labor allowance to cover the cost of Trane labor or the labor of a Trane authorized service provider to repair or replace the VFD. This labor allowance shall not exceed three hundred dollars (\$300.00) for the first VFD repaired or replaced at a customer site and one hundred and twenty dollars (\$120.00) for each additional VFD being repaired or replaced on the same service visit. Returns must have prior written approval by Seller and are subject to restocking charge where applicable. **SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

No liability whatever shall attach to Seller until products have been paid for and Seller's liability under this Warranty shall be limited to the purchase price of the equipment shown to be defective. This Warranty is voidable in the event of non-payment. Further warranty protection is available on an extra-cost basis. Any further warranty must be in writing and agreed to by an authorized signatory of the Seller.

Warranty Disclaimer. This Warranty is given in lieu of all other warranties, express or implied, including **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE** and/or others arising from course of dealing or trade.