



KPS Global LLC  
4201 North Beach Street  
Fort Worth, TX 76137  
(800) 633-3426

### Limited Warranty

KPS Global, LLC, a Delaware limited liability company (KPSG), warrants to the original purchaser that the following products manufactured by KPSG and the following described services, if any, provided by KPSG, will be free from defects in materials and workmanship for the following periods and on the following terms:

Parts: One (1) year from original installation but not more than fifteen (15) months from date of shipment, F.O.B. KPSG factory.

Installation of parts and/or panels, if performed by KPSG for the original purchaser: One (1) year from completion of the original installation.

Panels: One (1) year from completion of the original installation as reasonably determined by KPSG, but in no event more than fifteen (15) months from the date of shipment, F.O.B. KPSG factory.

As used in this Limited Warranty, the term "original purchaser" means the initial purchaser of a KPSG product other than a KPSG authorized dealer.

The obligation of KPSG under this Limited Warranty is limited to repairing or, at its election, replacing, F.O.B. KPSG factory, any part or panel, provided that replacement of any such part or panel shall be conditioned upon KPSG's pre-authorization in writing that it be returned to KPSG, transportation prepaid, and upon KPSG's inspection and determination that it is defective. KPSG assumes no obligation to arrange for or to pay the expense of any labor or materials, including labor necessary to remove a defective part or to install new or repaired parts.

This Limited Warranty does not cover a product which has been damaged or otherwise rendered defective as a result of any accident, alteration, abuse, misuse, neglect, lack of maintenance, improper installation or has been operated or maintained in a manner contrary to or inconsistent with the directions, instructions or recommendations of KPSG.

The refrigeration system and component parts of a KPSG product or assembly, which includes the condensing unit(s), coil(s) and related accessories, are not covered by this Limited Warranty. KPSG makes no representation or warranty regarding accessories or equipment that is not manufactured by KPSG.

This Limited Warranty is issued only to the original purchaser and is not transferable, and is in lieu of all other warranties expressed or implied. KPSG neither assumes nor authorizes any other individual or entity to assume for or on behalf of KPSG any liability not herein stated.

KPSG shall not be liable for any damage to any KPSG product or delays occurring while in transit or for any delays in performance by KPSG caused by any contingency beyond its control including war, terrorism, government restrictions or restraints, strikes, short or reduced supply of parts or raw materials, fire, flood or acts of God, nor for damage to or loss of any products, refrigerant, property or loss of profits due to malfunctioning of or defect in any product, part, panel, equipment, fixture or unit.

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, KPSG products or services sold, whether the failure or defect arises before or during the applicable limited warranty period, and whether a claim, however asserted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and neither KPSG nor any of its officers, employees or agents shall be liable for any claims for personal injuries or consequential damages or loss incurred or suffered by the purchaser or any other person, howsoever caused. Upon the expiration of the applicable limited warranty period, all liability of KPSG hereunder shall terminate.

**THE FOREGOING LIMITED WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, AND KPSG DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS.**

This Limited Warranty shall be governed by the laws of the State of Texas, without regard to the conflicts of law principles of said state, and all claims and disputes between the parties, regardless of whether they are contract claims or tort claims, shall be subject to the jurisdiction of the courts of the State of Texas. Venue of any lawsuit (State or Federal) against KPSG must be filed in Tarrant County, Texas which shall be the exclusive venue for the prosecution of any claims against KPSG. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.