



INTERNATIONAL AIR CONDITIONER & HEAT PUMP PRODUCTS LIMITED WARRANTY TERMS & CONDITIONS

DEFINITIONS: 1) "Product" shall be defined as Model EAC, RAC, RHP, SAC, SHP, PAC, PHP, TAC, THP, WAC and WHP Products manufactured by Bebc Environmental Controls Corporation (herein after referred to as "Bebco"), which are marked with Bebc Model and Serial Numbers. 2) Accessories and Equipment shall be considered as additional items or devices purchased from other manufacturers by Bebc, shipped either integrally or separately from Product for installation by others, including but not limited to alarm lights and horns, gas detectors and other similar items. 3) "Purchaser" shall be defined as the entity that issues a Purchase Order to Bebc for Product, Accessories and Equipment which may act as or transfer Product to an Integrator or a Client. "Client" shall be defined as the end user who assumes ownership of said items at the final point of installation and use.

SPECIAL ADVISEMENTS: Registered Limited Warranty applies if Product is registered by Purchaser or Client within Ninety (90) Days of Product shipment. If Product is not registered within Ninety (90) Days of shipment, Base Limited Warranty terms will apply as specified below. In order to maximize the available benefits under this limited warranty, the Purchaser and Client should read it in its entirety. All parts and services provided for Product covered under this limited warranty must be made with Bebc furnished or authorized service parts and by a qualified HVAC service provider.

WARRANTY CONDITIONS: Subject to all terms and conditions herein, Bebc extends a limited warranty against manufacturing defects and workmanship for all Product that is installed and operated by the Purchaser and/or Client in complete accordance with all instructions in the Bebc Installation, Operation and Maintenance Manual.

WARRANTY TERM: The Base Limited Warranty period for Product is effective for Eighteen (18 Months) from date of Bebc Factory shipment or Twelve (12) Months from date of installation site start-up, whichever is shorter. Upon proper registration of the Product by the Purchaser or Client within no more than Ninety (90) Days after Bebc Factory shipment, a Registered Limited Warranty shall become effective and extended the warranty period to Twenty-Four (24) Months after date of shipment. Regardless of registration, the Commencement Date for either warranty period shall be the date of Bebc Factory shipment, or under prior special written agreement at time of Product purchase, no greater than Ninety (90) Days after the Bebc Factory shipment date.

WARRANTY EXTENSIONS: An extended warranty shall extend the effective warranty based on the terms and conditions as negotiated at time of purchase. The purchase of site start-up services or site acceptance testing from Bebc and/or a qualified HVAC service provider under contract to Bebc shall alter the warranty Commencement Date of the Basic, Registered or Extended Warranty period to begin on the day after Client Acceptance of site start-up services or site acceptance testing.

TERM LIMITATION: The installation of Product replacement parts under this limited warranty shall not extend the effective warranty period. The warranty period for any replacement parts under this limited warranty shall therefore be applicable only during the warranty period remaining under the effective Product Warranty.

WARRANTY COVERAGE: The Base Limited Warranty covers all necessary parts during the first Twelve (12) Months if purchased directly by the Client or up to Eighteen (18) Months if the Purchaser is an Integrator or agent thereof. Thereafter, a Registered Limited Warranty covers replacement parts for Six (6) to Twelve (12) Months, to maturity of the Twenty-Four (24) Month Registered Limited Warranty period. Under either warranty term, the warranty shall be effective to resolve any validated defect in parts and/or workmanship and is provided exclusively for the Purchaser during integration and the Client upon delivery to the site of installation and use. Warranty is transferable from Purchaser to Client and shall be in full effect and force during any hold over, commissioning or factory acceptance testing of Product regardless of whether Product is operational or at installation site, except according to terms stated below under Registration Requirements.

WARRANTY PARTS LIMITATIONS: Bebc may request proof of Product purchase and/or installation in order to provide Product parts under this limited warranty. As Bebc's only responsibility and Purchaser and Client's only remedy under this limited warranty, Bebc will furnish all necessary replacement parts in accordance with Warranty Coverage Terms above, to repair any Product that fails due to a manufacturing defect under normal use and maintenance. If a replacement part is not available at time of warranty service, Bebc may, at its option and sole discretion, provide a suitable substitute part. If Client selects unit repair at the Bebc factory, the client shall be responsible for all handling, importing fees, exporting fees and shipping costs to and from Bebc, and Bebc reserves the right to require pre-payment for all factory repair services.

NON-WARRANTY SERVICES: All non-warranted parts provided at the request of the Purchaser or Client shall be provided at Purchaser or Client's sole cost and expense and shall include the costs of handling and export shipping. Bebcos reserves the right to require a payment prior to shipping any non-warranty parts at client's expense, and shall bear no responsibility for the cost of installing the parts.

REGISTRATION REQUIREMENTS: Product must be properly registered by the Purchaser on behalf of Client or by Client within Ninety (90) Days of the Bebcos Factory shipment date (the Warranty Commencement Date) to receive the Registered Limited Warranty Terms. If Purchaser on behalf of Client or Client does not register within this stated time period, the Base Limited Warranty Terms shall apply. Registration can be accomplished by completion of an On-Line Product Registration Form, or by calling 1 (844) EXP-HVAC (397-4882) and asking to speak with a duly authorized Bebcos Environmental Controls Corporation Customer Service Associate, or by requesting, completing and returning a registration form by e-mailing register@exphvac.com. Warranty Registration will not be considered valid until complete information, including the registrant's full name, company name, primary company address, e-mail address, phone number, the Product serial number as stated on the Product model identification nameplate, the installation site physical address (if different from primary address), the Product location within the Client's facility and Product installation date are provided. Confirmation of registration will be provided to the registrant by e-mail.

ELIGIBILITY: Compliance with the following terms and conditions is required for the Client to receive obligation free repair parts for the Product covered under this limited warranty:

- Product must remain at final installation site during entire warranty period, unless Bebcos has prior knowledge that it is installed on a portable structure.
- Product must be properly installed, and maintained by a qualified HVAC service provider in complete accordance with all instructions in the Bebcos Installation, Operation and Maintenance Manual provided with the Product.
- Upon request, Client must provide maintenance records prior to warranty service commencement.
- Upon request, all parts provided by Bebcos must be returned to Bebcos for defect cause analysis.
- All other manufactured products and equipment utilized in conjunction with Product must be 1) part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system; or 2) be specifically permitted for use by the Bebcos Installation, Operation and Maintenance Manual provided with the Product; or 3) be otherwise approved in writing by a duly authorized Bebcos representative.

EXCLUSIONS: This Limited Warranty does not cover certain items or events including but not limited to the costs of shipping repair parts in any expedited manner except at the sole discretion of Bebcos, where after it is determined at the sole discretion of Bebcos, any of the following issues contributed to any requirement for Product diagnostics or repair parts:

- Any defective Accessory or Equipment as defined above. In this instance, said item shall be considered subject to the terms and conditions of the effective manufacturer's warranty, whereas Bebcos will provide reasonable assistance on behalf of the Purchaser and/or Client to obtain remedies in accordance with the original manufacturer's requirements during the effective warranty term.
- Any element or portion of the building or other such structure which is damaged or deformed by the weight load and/or installation of Product due to insufficient mechanical integrity.
- Failures, defects, or damage (including, but not limited to any loss of property) caused by (1) any third-party product, service, or system connected or used in conjunction with the Product; (2) any use, including but not limited to under-sizing or oversizing, or that Product is not designed or intended for; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) failure to store, install, operate or maintain Product in complete accordance with Bebcos Installation, Operation and Maintenance Manual, and applicable requirements of the National Fire Protection Association, the Occupational Safety & Health Administration and the International Building Code, including but not limited to prolonged operation of Product electrical equipment at voltages, crossed or wrong phases or ampacities other than within ranges specified on the Product Model ID Nameplate; (5) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any terrorist activities, thefts, riots or other forms of destructive behavior by others; or (6) installation in an extremely dusty or corrosive atmosphere or prolonged contact with highly corrosive materials such as, but not limited to, chlorine, fluorine, salt, salt spray, sulfur, recycled waste water, urine, fertilizers, rust, or other substances or chemicals known to damage or degrade copper, aluminum, steel and/or stainless steel, and/or (7) installation within one-half (1/2) mile from a marine coast, unless these corrosive chemical exposures and/or coastal installation conditions were made known to Bebcos by Purchaser at or before time of purchase and Purchaser elected to purchase specific Product housing, coil and refrigerant system tubing coatings as factory applied by Bebcos to sufficiently protect the Product during the entire warranty period.
- Relocation or transfer of Product from the Client to any other entity at any time during the warranty period, without the prior knowledge and written consent of Bebcos including, but not limited to all forms of ownership transfer without Bebcos's knowledge.
- Deterioration or failure of Product cabinets or cases not affecting performance, air filters, refrigerant, refrigerant line sets, wiring, non-factory installed driers, and Accessories and Equipment as herein defined, unless otherwise specified.
- Increased utility usage costs, normal wear and tear or any form of insect or animal damage.
- Any damage incurred during transportation, installation or operation, to the extent it is caused or made worse by the failure of anyone other than Bebcos or their authorized service contractors to comply with the requirements of this warranty.

- Failure of Purchaser or Client to take timely action to minimize loss or damage to Product or give Bebcos timely notice of defects
- Any and all costs associated or incurred by the performance of any repairs by any entity other than a qualified HVAC service provider acting under Bebcos oversight, without Bebcos prior knowledge and written consent.
- Any damage or product integrity compromised by or incurred by the performance of any repairs or services by Client or service provider acting on behalf of Client or any other entity.

REFRIGERANT POLICY: (1) Bebcos refrigerants: R-22 refrigerant is not utilized by Bebcos in accordance with federal regulations. All Product with refrigerant will include an EPA approved refrigerant and equipment compatible to the refrigerant. Any and all expenses or costs associated with replacing Product parts that are not compatible with the refrigerant (as designated on the Unit) will not be covered by the terms and conditions of this limited warranty. (2) Client supplied Refrigerants: For Product manufactured and sold by Bebcos without refrigerant, only Bebcos and EPA approved refrigerants shall be used. Any adjustment of refrigerant or associated equipment or the use of contaminated, counterfeit, or un-approved refrigerant or the substitution of any original materials, devices and/or equipment with non-approved material, devices and/or equipment will void this limited warranty. (3) All Product: Product may include a liquid line filter drier which must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressors defined as burnouts and failure to do so will void this warranty. Non-approved refrigerant and/or nonapproved refrigerant system additives including, but not limited to dyes will void this limited warranty.

LEGAL LIMITATIONS: No action arising out of any claimed breach of this Limited Warranty may be brought by a Purchaser or Client more than one (1) year after the cause of action has arisen.

ARBITRATION: By acceptance of these Limited Warranty Terms and Conditions, Client herein agrees they shall promptly contact a Bebcos Customer Service Representative regarding disputes involving this Limited Warranty. If discussions between the parties do not resolve disputes, either party may, upon written notice to the other party, submit such dispute to arbitration. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The decision of the arbitrator shall be final, conclusive, and binding upon both parties. The expense of arbitration shall be shared equally, each party bearing its own legal fees.

LEGAL TERMS: THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. BEBCOS DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT.

DAMAGES: NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, BEBCOS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

WARRANTY TERM LIMITATION: The terms of this Limited Warranty are applicable only to Product sold during the period of this Limited Warranty, which is subject to change without notice. No applicability of this Limited Warranty is therefore either implied or binding against Products manufactured or sold by Bebcos before or after the effective period of this particular Limited Warranty.