



DUNHAM-BUSH
Dunham-Bush USA, LLC
1800 SE 38th Ave
Homestead, Florida 33035
W: www.dunham-bush.com

Ref: Warranty Claim Procedure

Objective: To establish a clear and concise manufacturer's warranty policy

I STANDARD WARRANTY

All Dunham Bush manufactured equipment comes with a limited manufacturer's warranty. This warranty guarantees that the equipment will be shipped from the manufacture's facility without any manufacturing defects and is valid for a period of 18 months from the date the equipment's leaves the factories premises or 12 months from the date the equipment is commissioned, whichever date comes first.

Extended warranties can also be provided at additional cost to the end user; the extended warranty can include a 5-year compressor parts only warranty, extended labor warranties up to 5 years, and extended parts & refrigerant warranties up to 5 years. All warranties guarantee the equipment will be shipped from the manufacturer's facility without any manufacturing defects and is valid for the period purchased for the extended warranties. All extended warranties must be maintained by a Dunham-Bush authorized service company or a Dunham-Bush approved service provider for the duration of the warranty, a quarterly inspection of the equipment must be performed and documented. In the event of a failure, we reserve the right to reject a warranty if the proper maintenance inspection reports are not provided. For further details on warranty coverage, please see below.

II. WARRANTY COVERAGE

The manufacturer's warranty will replace or repair (at the discretion of the manufacturer) a part or a component that failed as a direct result of a manufacturing defect. The warranty does not include or cover any damage that may have occurred during the shipping process from the factory loading point to the final destination.

- a) The warranty does not cover any part or component that failed due to anything other than a manufacturer's defect. The warranty does not cover parts or components that may have failed due to Acts of God, improper equipment installation or commissioning, misuse, and abuse.
- b) The manufacturer's warranty only covers the cost to repair or replace the part that failed due to a manufacturing defect and does not cover shipping cost, labor to replace the defective part or component, refrigerant or oil unless an extended warranty is purchased.

Products that perform... By people who care.



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III. WARRANTY CLAIM PROCEDURE

- a) **Warranty will not be considered without the completed proper claim form and supporting documentation.**
- b) When a part fails this does not mean it will automatically be covered under the standard terms of warranty. In some cases, the manufacturer may require the part to be returned (freight prepaid) to the factory for a tear down analysis, to determine the cause of failure. In some cases, a contingency purchase order will be required before the part or component is replaced. A tear down analysis will determine the cause of failure. If the failure was caused by a manufacturing defect, the replacement part will be supplied at no cost to the Fa. If the tear down analysis determines the cause of failure was due to anything other than a manufactures defect an invoice will be issued against the contingency purchase order.
- c) **If the equipment arrives at the job sight damaged, this is not a warranty situation.** All equipment must be inspected prior to being released to the final user. It is mandatory to get the person that delivered the equipment to sign a document acknowledging any shipping damage to file a claim with the insurance company.
- d) Pictures are to be taken of the damaged equipment and sent in with the claim form. This is required to file a claim with the insurance company for reimbursement for any cost involved in repairing the equipment. The insurance company will not process the claim without the proper supporting documentation.
- e) All warranty claims must be preapproved, and no work is to be performed on behalf of Dunham-Bush without written authorization in the form of a purchase order.

Christopher S Nail

Christopher Nail
Senior Manager Quality & Warranty

Orders for the supply or sale of products or equipment ("Products") to be provided by Dunham-Bush USA, LLC, or its direct or indirect subsidiaries (in each case as applicable referred to herein as "Dunham-Bush") to its customers (each a "Buyer") are subject to acceptance by Dunham-Bush, and any orders so accepted will be governed by the terms and conditions stated herein and any additional terms proposed or agreed to in writing by an authorized representative of the Dunham-Bush (these terms and conditions and any such additional terms collectively referred to herein as the "Agreement"). Any additions to or modifications of these terms and conditions, or any terms and conditions contained in Buyer's order inconsistent herewith, shall not bind the Dunham-Bush unless accepted in writing by an authorized representative of the Dunham-Bush.

1. Price & Routing. Unless otherwise stated, prices stated a) are ex-factory and delivery/shipment is to be taken by the Buyer at Buyer's own expense, and b) do not include any duties, surtax, sales tax, excise duties and/or any kind of taxes. Where prices include freight, the Dunham-Bush determines the routing. If special routing is requested, a charge will be made for the difference between such routing costs and normal minimum freight charges to the same point.

2. Price adjustments. Up to the time of formal order acknowledgment by Dunham-Bush, all prices are subject to change without notice. Acknowledged sales price(s) of the Products are subject to adjustment to reflect increases in Dunham-Bush's costs in effect at the time of shipment. This provision includes changes in the rate of exchange, freight, insurance, duties, taxes, materials, components parts, and labor and factors resulting from any changes in Government policy and factors beyond the control of the Dunham-Bush. If actual shipment goes beyond six (6) months from date of order acceptance, sales price(s) are subject to re-negotiation. Additionally, the right is reserved to correct any stenographic or clerical errors, and Dunham-Bush assumes no responsibility beyond that usual in the course of business, except as defined in detail.

3. Payment terms. Irrevocable confirmed letter of credit at sight in full order value should be issued to the Dunham-Bush one (1) month prior to scheduled delivery date, or as notified by the Dunham-Bush. These terms apply to partial as well as complete shipments. A service charge at the rate of 1.5% per month (18% per annum) or the maximum rate allowed by law, whichever is less, will be made on past due accounts. In the event the Dunham-Bush institutes legal proceedings for collection of past due accounts, the Buyer shall pay all costs of collection including reasonable attorney's fees. The Dunham-Bush reserves the right to ship C.O.D. or refuse shipment or delivery of the Products referred to herein, or any part thereof, in the event that in its sole discretion decides that the outstanding debts of the Buyer exceed reasonable credit allowances. The Dunham-Bush reserves the right to sell undelivered Products if the Buyer does not take delivery within thirty (30) days of requested date. Dunham-Bush reserves the right to cancel or suspend all express warranties stated hereof if the related payment is overdue.

4. Order confirmation. Dunham-Bush shall not be deemed to have accepted any order unless and until written confirmation of the order has been provided to the Buyer.

5. Delivery. Dunham-Bush will endeavor to ship by scheduled delivery date, but failure to do so for any cause whatever will not give Buyer right to cancel or hold Dunham-Bush liable for any damages resulting from the failure to deliver within the time stated. All finished Products are to be collected by the Buyer within 21 days upon notification by the Dunham-Bush unless otherwise arranged in writing by the Dunham-Bush. If the said Products are not collected within the above stipulated period, Dunham-Bush shall at liberty nonetheless to issue an invoice for the Products kept in the factory/warehouse and the invoice so issued shall be payable in accordance with the Dunham-Bush terms of payment. If the said Products are still not collected after one (1) month, Dunham-Bush reserves the right to impose a storage charge of 2% per month, or part thereof, of the value of the Products until collected. Dunham-Bush also reserves the right to dispose of the said Products to other parties and the Buyer will be notified accordingly. In this event, the revised delivery period shall again commence upon the Buyer's confirmation to take delivery. Unless payment are fully settled, if after ninety (90) days, the said Products remain uncollected or cannot be shipped, the order(s) shall be treated as cancelled and the cancellation charges under Clause 6 below shall apply.

6. Cancellation. Orders may be canceled only with written consent of the Dunham-Bush and the following cancellation charges payable by the Buyer shall apply:

- a) 10% of the sale price or US\$200, whichever is the greater, if cancellation is made within 14 days from after acceptance of order,
- b) 30% of the sale price if sheet metal are fabricated and/or any component parts is purchased by Dunham-Bush,
- c) 50% of the sale price if Products have been completed for standard Products, and
- d) 100% of the sale price if Products have been completed for custom Products. In the event of any delay delivery as informed by Dunham-Bush within 14 days of acceptance of order, it is agreed that at the option of the Buyer the order may be cancelled at no charge.

7. Additional Taxes. In case of the imposition of any additional duty, tax, or other governmental charge upon raw materials entering into production of the Products represented by the invoice, and order acknowledgment, or upon or measured by the production, sale or shipment of said Products by any authorities, which would be applicable to this sale, then the contract price may be increased by the amount of such additional cost or expense to the Dunham-Bush, which is caused thereby. Unless specifically exempted, all sales, use and any other tax will be invoiced to the Buyer in addition to the price of the equipment and are to be paid by the Buyer.

8. Title and Risk of Loss. When Products are sold (a) F.O.B. title and risk of loss shall pass to the Buyer upon delivery of the Products by Dunham-Bush to the carrier for shipment, and (b) ex-factory title and risk of loss shall pass to the Buyer immediately upon the Products being placed on board transport vehicle. All Products are shipped at Buyer's risk and are shipped F.O.B. shipping point. If Products are received in damaged condition, Buyer should contact transportation agent and immediately file claim.

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Standard Terms of Sale

9. Shortages. No claims for shortages will be considered unless same are made in writing to the Dunham-Bush within 10 days of receipt of shipment.

10. Specifications. The Dunham-Bush reserves the right to change specifications as conditions warrant.

11. Limited Warranty. Dunham-Bush agrees that the Products manufactured by the Dunham-Bush will be free from defects in material and workmanship under normal use and service within twelve (12) months from the date of the start-up or installation and commissioning, but not later than eighteen (18) months from date of shipment from factory to the original purchaser or twenty-four (24) months from the date of manufacture, whichever date may first occur. Dunham-Bush's obligation hereunder is limited solely to repair or replacement at Dunham-Bush's option, at Dunham-Bush factories, of any part or parts thereof which shall be returned to Dunham-Bush with transportation charges prepaid by Buyer, which Dunham-Bush's examination shall disclose to Dunham-Bush's satisfaction to have been defective. Warranty on all chillers is conditional on the equipment being commissioned and serviced by Dunham-Bush authorized representative. Exclusions from this warranty include damage or failure arising from: wear and tear; corrosion, erosion, or deterioration; Buyer's failure to follow the Dunham-Bush-provided installation and maintenance instructions; modifications made by others to Dunham-Bush's equipment; pressures in excess of stated limits; disasters such as fire, flood, wind, and lightning; damage during shipment; or any other abuse or misuse by the Buyer. Dunham-Bush shall not be obligated to pay for the cost of lost refrigerant. Dunham-Bush shall not be responsible for the performance or efficiency of the air-conditioning system if the said entire system is not designed and installed by the Dunham-Bush. On parts not of Dunham-Bush's manufacture, such as motors, controls, etc. Dunham-Bush extends only the same warranties given to the Dunham-Bush by the suppliers. Nothing in the above warranty provisions, however, shall impose any liability or obligation of any type, nature or description upon Dunham-Bush if Dunham-Bush has not received payment in full for the Products in question. This warranty shall be read together with Dunham-Bush Warranty Certificate issued to the Buyer, whenever it is applicable.

12. Warranty procedures. Warranty claim together with detail and supporting documents proving the claim must be submitted to Dunham-Bush within 30 days of the occurrence of the failure or detection of the defect within the warranty period. Any claim submitted after the 30-day period is void and is out of warranty.

13. Returns. Permission to return material plus shipping instructions and returned Products tags must be secured from the factory offices of the Dunham-Bush before returning any material. All returns must be unused, in new condition, and of standard manufacture. They are subject to a handling charge as stated by Dunham-Bush. All authorized return shipments must be made as directed by us and with transportation charge prepaid to point of origin of our shipment unless instructed otherwise. Shipment of material returned without authorization or improperly tagged or not prepaid, are subject to refusal and immediate return to shipper. Products which are obsolete or made to special order are not returnable.

14. Limitation of Liability. In no event shall Dunham-Bush be liable for any indirect, incidental or consequential loss, any loss arising from business interruption, loss of profits, loss of revenue, loss of use of any property or capital, loss of anticipated savings or loss of data. Liability of Dunham-Bush in respect of any purchase order or otherwise under these terms and conditions shall in no case exceed the contract price of the specific Products that give rise to the claim. These exclusions and limitations apply regardless of how the loss or damage may be caused and against any theory of liability, whether based in contract, tort, indemnity or otherwise. These exclusions and limitations apply to the maximum extent allowed by applicable law.

15. Force Majeure. If Dunham-Bush fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of Dunham-Bush, then Dunham-Bush's performance shall be excused for a period equal to the period of such cause for failure to perform, plus a reasonable time to complete manufacture and shipment of the Products.

16. Applicable Law and Forum. This Agreement, and resolution of any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of Florida USA, excluding any laws that direct the application of another jurisdiction's laws.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be resolved by the courts of the country of the decided by arbitration in accordance with the Rules for Arbitration of the USA.

18. Entire Agreement. These Standard Terms of Sale, together with the terms of the Purchase Order, constitute the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the purchase and sale of the Products, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any customer relying on, any representation or warranty, including statements made by salespersons, outside those expressly set forth in this Agreement. No employee of Dunham-Bush or any other party is authorized to make any warranty in addition to those made in this Agreement.

19. Modification. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by Dunham-Bush and Buyer.