

WARRANTY
KWIKOOL PORTABLE COOLING SYSTEMS
LIMITED PRODUCT WARRANTY

General Warranty

For a period of one (1) year from the date of purchase, KWIKOOL PORTABLE COOLING SYSTEMS (“Seller”) warrants that its products shall be free from defects in material and workmanship. If equipment develops such defects in this period, it will be repaired at the rates and time established by us or replaced at our discretion. The effective warranty date is the ship date of the unit or the installation date if properly documented; but not to exceed (18) eighteen months of ship date.

If the Hermetic compressor fails because of a manufacturing defect within the extended compressor warranty from the date of original purchase and customer has purchased an extended warranty, KwiKool will furnish without charge, F.O.B. HOUSTON, TEXAS, the required replacement. Any transportation, related service labor, diagnosis calls, filters, driers and/or refrigerant are not included.

THE WARRANTY SET FORTH ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER’S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER’S USE OR PURPOSE.

Remedies

Seller’s sole obligations and the buyer’s exclusive remedies with respect to goods determined to be defective shall be limited to repair, or replacement at Seller’s option. Replacement may constitute, at Seller’s option, a new, refurbished or functionally equivalent item. Seller understands that sending the product back to the factory for repair can be inconvenient for the customer and at seller’s option may pay for certain onsite repairs under strict guidelines and only with prior authorization. “Onsite” will be defined as any repair location other than Sellers Authorized Warranty repair location. **IN NO CASE WILL SELLER PAY FOR ANY “ONSITE” REPAIRS THAT HAVE NOT BEEN PREVIOUSLY APPROVED IN WRITING BY KWIKOOL.**

This limited warranty specifically EXCLUDES:

1. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance, freight damage or application or any other cause not the fault of Seller.
2. Units that are to be used outside of the products published rated ambient evaporative and/or condenser temperatures are not covered by this warranty.
3. Incidental or consequential damages including charges for rental or loaner equipment, business interruption, loss or damage to property, loss of use, or any other incidental or consequential cost incurred.
4. Overtime or afterhours charges, Travel Time, Parking, Fuel Surcharges, or more than one Repair Person working on the units(s).
5. Installation, de-installation, packaging or removal of the unit to any other location including return to Sellers repair center.
6. Any maintenance parts or subsequent damage due to failure to maintain those parts. Drive belts, filters, pulley's, and condensate pumps caused by failure to clean are examples of NOT covered parts. Any maintenance items are specifically excluded.
7. Freight or any cost of shipping unless specifically stated in this warranty.

This warranty constitutes the exclusive remedy of any purchaser of KwiKool Portable Cooling Systems and is in lieu of all other warranties, expressed or implied, including, without limitation, any implied warranty or merchantability of fitness for use, to the fullest extent permitted by Law. In no event shall KwiKool Portable Cooling Systems be liable for incidental or consequential damages.

This warranty applies to products purchased and retained for use in the United States and are honored under KwiKool standard warranty. Shipping charges apply after the first (90) ninety days. However, units used for rental purposes only have a (90) ninety day parts / labor warranty. F.O.B. HOUSTON, TEXAS. Units shipped for use outside of the continental USA have a PARTS ONLY WARRANTY, F.O.B. HOUSTON, TEXAS.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY. Some states and countries do not allow limitation or exclusions, so the above limitations or exclusions may not apply to you.

Warranty Service Claim Instructions

1. Fill out the Online Warranty Registration at www.kwikool.com
2. To obtain service under this warranty the following procedures must be followed:

1. Contact KwiKool Technical Support Department at (U.S.) 1-800-594-5665 and speak to a technical support representative. Please have the Unit Serial Number, Model Number, Unit Date Code and/or an SRA/RMA Number if previously issued for your call.
2. If found by technical support to need further professional diagnosis or repair, either an RMA to return the unit to our repair facility or at our options, a Service Repair Authorization (SRA).

If an RMA is issued for the product return, properly package the product for shipment and ship prepaid to our repair facility. Any freight damage will not be the responsibility of KWIKOOL. The unit will be inspected and if determined to be a warranty issue, the unit will be repaired and shipped back to the customer. Customer may pick his own carrier for pickup or KWIKOOL will get a quote which must be paid prior to the unit leaving our repair facility. If the malfunction is determined to NOT be warranty related, KwiKool will assess the cost to repair and contact customer for authorization. The cost of the customer approved repair and return shipping will be the responsibility of the customer and must be paid before the product leaves our facility.

If at our discretion, we provide an SRA, an initial SRA will be provided describing the problem and an initial authorized amount to be paid under this warranty for a service call for further diagnosis (usually a one hour service call). The SRA will be faxed or emailed to the customer for their use. When the work for the SRA is complete and you are satisfied with the repair, sign the SRA and send to Kwikool via email or post. Payment for the amount on the approved SRA will be made within 10 days from receipt of the signed SRA. Customers must follow warranty procedure and instructions provided on the SRA and return any Parts requested for credit, prior to payment under this warranty. If it is determined by the service tech on the initial SRA that the issue is NOT warranty related, the customer will be responsible for payment of the technician and no payment will be made on the initial SRA.

If during an SRA, Technical support deems the repairs needed are more serious, than either a supplemental SRA will be provided to authorize additional payment for additional work related to the incident or an RMA will be issued to return the unit for repair. The unit will need to be packaged and shipped back to warehouse for repair. **NOTE: the decision for issuing an SRA or an RMA for return to warehouse shall be at the sole discretion of KWIKOOL. Note: KWIKOOL only pays for the actual cost of parts and labor to repair a unit. Incidental charges from a contractor such as parking, travel time, fuel surcharges, overtime, torch charges, pump charges, rental equipment, or any other incidentals are NOT covered.**

If an SRA has been provided for a diagnosis service call, the customer MUST make sure the following procedures are followed:

1. Upon arrival, the service company MUST call 1-800 KWIKOOL (800-594-5665) prior to working on the unit. Technical support will guide him through the diagnosis. This communication will insure a proper and speedy diagnosis and repair of the unit.
2. If technical support deems further repair or action is required, we will either provide a supplemental SRA for additional work or an RMA to ship the unit back to the factory for repair. The SRA will have a not to exceed amount based on factory estimated times to complete the work at a maximum of \$85 per hour. Parts will be shipped UPS ground to the customer for the related repair. If the customer wants expedited shipping, customer will be responsible for those costs and must be paid prior to shipment of the part. Additionally, customer will be required to purchase the part and a credit will be issued upon the customer's return of said part.
3. KwiKool's warranty does not cover or reimburse the customer/distributor for Travel Time, Parking, Fuel Surcharges, Incidental Charges or more than one Repair Person working on the unit(s).
4. After the unit repairs are completed, the customer will submit to KwiKool the paid invoice from the Service Company and the signed SRA(s) and KwiKool will reimburse the customer by check the authorized amount on the SRA(s) or the cost of repair invoice, whichever is less. The check will be issued to customer within 10 business days.
5. In the event that a unit must be sent back to the factory for repair, the customer is responsible for packaging, freight, and freight damage that might occur. If KwiKool pays the freight as a convenience to customer, the customer will be required to pay KwiKool for the inbound freight as well as the quoted return freight before the unit is release for return. This does not apply if KwiKool requires the unit to be shipped back during the first (90) ninety day in the warranty. In this case, KwiKool will pay shipping inbound and outbound charges. KwiKool is in no case responsible for nay damage due to shipping or customers' lack or protective packaging for the shipping. In addition, if the customer needs packaging materials to ship the unit back, KwiKool will provide packaging materials for \$150.00 per unit, FOB Houston, Texas. Shipping to customers' location will be added to provide appropriate packaging.

ALL WARRANTY WORK MUST HAVE SIGNED WRITTEN AUTHORIZATION (SRA) FROM KWIKOOL PROIR TO ANY WORK BEING COMPLETED. NO WARRANTY WORK WILL BE REIMBURSED TO THE CUSTOMER WITHOUT THE FOLLOWING: WRITTEN AUTHORIZATION (SRA) AND A PAID ITEMIZED INVOICE FROM A HVAC REPAIR PERSON. UNAUTHORIZED SERVICE CALLS ARE NOT COVERED UNDER THE WARRANTY, AND CHARGES SUCH AS EMERGENCY AFTER-HOURS, OVERTIME, OR NON-APPROVED SERVICE CHARGES. ONLY SERVICE EXPENSES

APPROVED IN ADVANCED OF THE WORK TO BE PREFORMED ARE COVERED UNDER THIS WARRANTY.

Replacement Warranty Parts

1. Authorization must be obtained before any replacement parts, other than those provided by KwiKool are installed. There are two methods for replacing warranty parts:
 1. The customer / distributor can purchase the part from KwiKool with a Returned Materials Authorization (RMA) number and will only be charged for the cost of the part. After the first (90) ninety days, shipping charges apply. When the defective part is returned, the customer will be reimbursed the cost of the part/ distributor's account will be credited for the cost of the part.
 2. The customer / distributor can call KwiKool Service Department to get the RMA number to send to the defective part back to KwiKool, a replacement part will be sent, and shipping charges will apply after the first (90) ninety days.

**Address to return defective parts:
KwiKool Portable Cooling Systems
10404 Mula Rd
Stafford, Texas 77477**

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