

Addendum A - Equipment Warranty

Section 1 – Warranty:

Thermal Care warrants its equipment to be free from defects in material and workmanship when used under recommended operating conditions.

Thermal Care's obligation is limited to repair or replacement (not adjustment or maintenance), FCA, point of origin of any parts supplied by Thermal Care within a period as shown below from the date of shipment to the original purchaser and is not transferable.

Model	Parts / Labor ¹
Portable Chillers (NQ)	18 / 12 months
Portable Chillers (EQ)	12 / 12 months
Central Chillers	12 / 12 months ²
Outdoor Chillers (KSE)	12 / 12 months ²
Remote Condensers Sold with a Chiller	12 / 12 months ²
Chilled Water or Tower Systems	12 months ³
FT Cooling Tower	12 months (10 years - shell)
FC Cooling Tower	5 years (10 years - shell)
Temperature Controllers (RQT, RMC)	3 / 3 years ⁴
All other products	12 months

¹Continental U.S.A., Canada, Mexico, and Puerto Rico only.

²Refrigerant and any labor associated with its evacuation or replacement are not covered for remote condenser systems.

³See individual product listing for parts warranty coverage.

⁴Unit must be returned to Thermal Care freight pre-paid and will be returned to customer freight collect. Repairs done in the field can be submitted for credit if pre-authorized by the Thermal Care Customer Service Department. Credit will be based on rates pre-determined by Thermal Care. There is a lifetime warranty on castings (tubes and pump volute) and pump seals (standard seal, 250°F (121°C) units only).

Section 2 – Service Company:

If an authorized Thermal Care service company is within one hour of the customer, Thermal Care will dispatch the company. Should no authorized company be within one hour, the customer may either request our service company be used and pay for additional travel time (Thermal Care will pay a maximum of three hours) or locate a service company on their own. Repairs can be submitted for credit if pre-authorized by the Thermal Care Customer Service Department. Credit will be based on rates pre-determined by Thermal Care.

Section 3 – Exclusions to Warranty:

(a) This warranty does not cover the cost of labor during overtime hours (after normal working hours or during weekends and holidays). Thermal Care is not responsible for any sales, use, excise or other applicable taxes associated with the replacement of parts under this warranty. This warranty will be voided when, in Thermal Care's opinion, the equipment and/or system has been subject to misuse, negligence or operation in excess of recommended limits, including freezing, or has been altered, and/or repaired without express factory authorization. If equipment is installed in hostile environments, unless such conditions were specified at the time of purchase; or the serial number has been removed or defaced, this warranty shall not apply. All labor warranty coverage provided by Thermal Care is for normal ground mounted equipment with proper clearance and equipment access. The Buyer is responsible for any additional costs associated with special rigging or access platforms required to perform warranty work and/or any additional labor cost associated with delays not caused by Thermal Care which prevent the Thermal Care's service technician from performing their repair work in a proper timely manner. This warranty is not transferable. Thermal Care must authorize all warranty service prior to work being performed and have a Thermal

Care purchase order issued. All defective parts become the property of Thermal Care and must be returned as advised by Thermal Care.

(b) Thermal Care shall not be liable for a breach of the warranties set forth herein unless: (i) Buyer gives written notice of the defective machinery and equipment, described in detail, to Thermal Care within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Thermal Care is given an opportunity to examine such machinery and equipment; and (iii) Thermal Care verifies Buyer's claim that the machinery and equipment is defective according to reasonable industry standards.

(c) Thermal Care shall not be liable for a breach of the warranties set forth herein if: (i) Buyer makes any further use of such machinery and equipment after giving such notice; (ii) the defect arises because of misapplication, improper installation, poor maintenance practices, or improper operation of the machinery and equipment by Buyer or any third party; or (iii) Buyer repairs, alters or adjusts such machinery and equipment without the prior written consent of Thermal Care.

Section 4 – Exclusive Remedy:

Should machinery and equipment or performance not meet warranted levels, Thermal Care in its sole discretion will either:

(a) Inspect the machinery and equipment and perform repairs, alterations or adjustments to the machinery and equipment. Inspection and repairs, alterations or adjustments are subject to prior written notice by Buyer to Thermal Care (as set forth below), after which time a Repair Authorization number will be issued by Thermal Care's Service Department: OR

(b) Replace the original machinery and equipment with conforming machinery and equipment. Replacement is subject to prior written notice by Buyer to Thermal Care (as set forth below), after which time a Replacement Authorization number will be issued by Thermal Care's Service Department. Original machinery and equipment, including all parts, must be returned to Thermal Care, well crated and prepaid at Buyer's expense; OR

(c) Refund the invoiced cost of the machinery and equipment to Buyer. Refund credit is subject to prior written notice by Buyer to Thermal Care (as set forth below), after which time a Return Goods Authorization number will be issued by Thermal Care's Service Department. Original machinery and equipment, including all parts, must be returned to Thermal Care, well crated and prepaid at Buyer's expense.

THE REMEDIES SET FORTH HEREIN SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND THERMAL CARE'S ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTIES SET FORTH HEREIN.

Section 5 – Limitation on Liability and Indemnification:

A. TIME LIMITATION: ANY CLAIM OR DISPUTE WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AGAINST THERMAL CARE MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE EVENT GIVING RISE TO THE CLAIM OR DISPUTE OR BE FOREVER BARRED, EXCEPT FOR APPLICABLE STATUTES REQUIRING A SHORTER PERIOD, IN WHICH CASE THE SHORTER LIMITATION PERIOD SHALL APPLY.

B. INDEMNIFICATION: Buyer agrees to indemnify, save harmless and defend Thermal Care, at Buyer's expense, from and against any and all damages, claims or liabilities of any nature from any third party, including, but not limited to, costs, expenses and reasonable attorney's fees, which are threatened or brought against or are incurred by the Thermal Care arising out of or resulting from the erection, operation or use of the machinery and equipment by Buyer or any third party, the Buyer's negligent acts or omissions or intentional misconduct.

Thermal Care

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Form 1-410.25, Effective 7/25/24

Extended 5-Year Compressor Warranty (Purchased Option)

Thermal Care, Inc. warrants its equipment to be free from defects in material and workmanship when used under recommended operating conditions.

Thermal Care's obligation is limited to the cost of repair or replacement, FCA, point of origin of the compressor supplied by Thermal Care within a period five years from the date of shipment to the original purchaser. This warranty applies to the cost of parts. Labor to replace the compressor is limited to twelve months from the date of shipment. Refrigerant and any labor associated with its evacuation or replacement is not covered by this warranty.

The extended warranty shall be subject to the same inclusions, limitations, and exclusions as the standard warranty policy.

Thermal Care reserves the right to at its sole discretion to repair or replace the defective compressor during the extended warranty period.

Repair: Thermal Care may repair the defective compressor as its first option;

Replace: In case the extended warranty compressor cannot be repaired by Thermal Care, a replacement compressor of equal value will be provided. The balance of the extended warranty period will be transferable to the replacement compressor.

This warranty does not cover the cost of labor during overtime hours (after normal working hours or during weekends and holidays). Thermal Care is not responsible for any sales, use, excise or other applica-

ble taxes associated with the replacement of parts under this warranty. This warranty will be voided when, in Thermal Care's opinion, the equipment and/or system has been subject to misuse, negligence, or operation in excess of recommended limits, including freezing, or has been altered, and/or repaired without express factory authorization. This warranty shall not apply to equipment installed in hostile environments, unless such conditions were specified at the time of purchase. This warranty shall not cover equipment on which the serial number has been removed or defaced. This warranty is not transferable except as noted above.

Under no circumstances is Thermal Care liable for loss of prospective or speculative profits, or special, indirect, incidental or consequential damages.

Thermal Care must authorize all Warranty service prior to work being performed and have a Thermal Care purchase order issued. All defective parts become the property of Thermal Care and must be returned as advised by Thermal Care.

Thermal Care neither assumes, nor authorizes any person to assume for it, any liability not expressed in this warranty. There is an implied warranty of merchantability and of fitness for that particular purpose; all other implied warranties, and any liability not based upon contract are hereby disclaimed and excluded by this warranty. This warranty is part of the standard conditions and terms of sale of Thermal Care, Inc.