



Sales and Warranty Procedure Manual

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Sales and Warranty Procedure Manual

This Manual has been developed to keep you informed and facilitate your understanding of our sales and warranty policy procedures. Compensation for warranty claims will not be considered until or unless all policies are strictly adhered to.

THERE ARE NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THE ATTACHED WARRANTY STATEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ATTACHED WARRANTY STATEMENT EXCLUDES ANY WARRANTY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

General Terms of Sales

Unless otherwise expressly agreed upon in writing by a duly authorized representative of Guntner US LLC ("Guntner"), these terms shall supercede all other communications, representations, agreements, and the rights of the parties shall be governed by the terms and conditions within.

Prices and specifications

Published prices are subject to change without notice. Price sheets are not quotations or offers to sell on the part of Guntner. Guntner does not include, federal, state, or municipal sales tax, assessments or duties on invoices covering products sold. Buyer shall provide Guntner with acceptable tax exemption certificates.

Terms of Payment

Certified check, wire transfer or C.O.D.

To a buyer whose credit is established or who can furnish satisfactory credit references, terms will be net 30 days. A finance charge of 1-½ % per month, or the maximum permitted by law, whichever is less, will be added to balances. Any orders in house will be put on hold if there is any outstanding balance over 30 days on previous orders.

A deposit may be required on special built-to-order equipment and cancellations of such orders will incur charges established by the factory.

Pro-rata payments shall become due as shipments are made. If shipments are delayed by the buyer, the date the product is ready for shipment shall be deemed the date of shipment for payment purposes. If manufacture is delayed by buyer, payment will be made on basis of purchase price and percentage of completion, with the balance payable in accordance with terms stated.



If, in Guntner's judgment, the buyer's financial condition does not justify the terms specified, partial or full payment may be required as a condition to commencement or continuation of manufacture or shipment.

Orders

All orders, contracts and agreements are subject to approval by Guntner. All orders must be in writing, and will only be processed when all the pertinent information is received. This includes purchase orders and ship to address information. Acceptance of a customer order is conditioned upon the buyer holding Guntner harmless for any delivery delays. Order confirmations are generated to confirm intended ship dates, and Guntner may modify them to reflect unforeseen delays. Order confirmations of delivery are issued only after drawing approval, if required.

Shipping

All products are shipped FCA Laredo, Texas, and risk passes to the buyer upon delivery of the goods to the carrier. Consequently, Guntner is not responsible for any loss or damage to shipments after delivery to the carrier. Shipments are contingent on strikes, or other labor trouble, failure on the part of suppliers to deliver, interruption of or delay in transportation, embargos, war, riot, fires, accidents, any order or regulation of any governmental entity, acts of God or any other delays unavoidable or beyond Guntner's control.

Receipt of Shipment

Buyer should examine products before signing the transportation receipt. If products are received in damaged condition, buyer should insist that the carrier itemize the damage on the freight bill. If shortages occur, buyer should notify Guntner immediately, as shortage or damage claims cannot be considered unless made in writing within 10 days after receipt of shipment.

Transit Damage/ Missing parts

All products should be examined and counted to ensure they are in agreement with the carrier bill of lading. Any shipping shortages or damages must be noted on the delivery receipt before the truck leaves the delivery site. The product should not be removed from the crate or from the area it was received. All packaging material must be retained for carrier inspection. Regardless of the extent of any shipping damage, the product must be accepted and unloaded at the delivery site. After documentation of shipping damage is completed at the site, a phone call (with written follow-up submitted) must be made to the Guntner office for further direction concerning the freight damage claim process.



Return Material

Buyer shall not return any material without first obtaining a Return Material Authorization number from Guntner. Unless all returns are marked with this RMA# on the shipment, Guntner will not be responsible for the disposition of any returned materials. Credit for any returns is subject to inspection and handling charges.

Cancellation

No order may be cancelled after Guntner has sent an order acknowledgement. Guntner will endeavor to ship within the estimated time noted on the acknowledgement, but failure to do so shall not be cause for cancellation. Cancellation of orders, if agreed to by Guntner, will carry a factory handling charge.

Product Changes

Guntner reserves the right to change or revise specifications and product design in connection with any feature of its products. Such changes do not entitle the buyer to corresponding changes, improvements, additions or replacements for products previously sold or shipped.

Service Policy

In the event that a failure is attributable to a fault in Guntner's manufacturing process, any repairs must be approved and authorized by Guntner's US headquarters in Schaumburg, Illinois (847-781-0900) prior to the making of any repair. A fair estimate detailing labor rates and labor hours must be submitted for this authorization process. Any deviation may or will result in any warranty claim being denied. Guntner realizes that occasionally an emergency can occur and an immediate after hours repair is necessary. Full documentation, including pictures clearly showing a manufacturing defect, is required. At this time, Guntner allows a \$500.00 limit on an emergency repair before contacting our office for proper authorization, which must be done the following morning. Any request for warranty re-imbusement should have all the proper paperwork submitted including: Guntner's authorization number; details of the reason and costs of repair; pictures; subcontractor's invoices; and copies of wholesale invoices for parts bought locally if applicable within the Guntner warranty policy. Labor to replace vendor supplied parts is not covered under any warranty or insurance, and no charges for labor should be submitted to Guntner.

Warranty claims must be submitted within 30 days after authorized repair work has been completed.

If, for any reason, a visit by Guntner factory personnel for the purpose of service evaluation or assistance is requested, a purchase order to cover the cost of the visit is required. Any field visit will be scheduled at the discretion of the Guntner Field Service Department. All forms of corrective remedies must be exhausted before an authorization for a factory visit occurs. If a field service inspection is required, this will



be billed at a rate of \$750.00 per day (with a two day minimum) plus all related travel, lodging, sustenance, and incidental expenses. If it is determined during the visit that the reason was due to a Guntner manufacturing error, the charges will be waived and the purchase order voided. A jobsite determination by a Guntner representative will then be made for fair compensation to the contractor or customer for costs incurred in the repair of a manufacturing defect.

Warranty Replacement Parts

When ordering replacement parts the following information must be furnished via phone, FAX, or mail with purchase orders provided by fax or mail only.

1. Full name and address of company
2. Person ordering parts
3. Model number
4. Serial number
5. Factory order number
6. Description of part desired
7. Original date of installation
8. Reason for replacement
9. Complete shipping address
10. Purchase order number

All replacement warranty parts will be shipped prepaid by normal ground shipping. If special expedited shipping is requested, it will be the responsibility of the customer, contractor, or end user to bear the shipping costs. In all instances, a purchase order number is required when warranty replacement parts are requested. An invoice will be generated if it is necessary to have the part returned for failure inspection by the vendor. If a failure is determined due to customer neglect, the invoice will become due and payable. If it is determined to be a manufacturing or vendor supplied defect, a credit will be issued against the invoice. In some instances a field scrap determination may be made after which no invoice will be issued. If Guntner requests a part to be purchased locally, it will reimburse at wholesale cost only with a copy of the supplier receipt required. Should the locally purchased part fail it must be returned to the local supplier for replacement, repair, or credit.

Replacement parts will be covered for the balance of Guntner's standard equipment warranty or 90 days from date of shipment of the replacement part, whichever is longer.



Freight

Every effort is made to insure that the buyer's order is delivered trouble free; however all freight must be inspected at delivery point for freight damage. Any damage must be noted on the bill of lading and signed by the driver. A copy of the bill of lading must be retained by the buyer for submission during the freight claim process. Pictures should be taken in all instances. All freight claims must be submitted by the buyer. Guntner will lend assistance when necessary to help resolve freight damage claims. There is a short time period for filing claims with transport companies, and paperwork should be expedited. In no instance should the freight be refused. If it is deemed necessary, by a Guntner representative only, to authorize returning merchandise, an RMA will be issued and transportation arranged.

Disputes

The federal and state courts located in Cook County, Illinois shall have exclusive jurisdiction over any dispute arising out of, or in connection with, the sale of any product by Guntner to any buyer. The laws of the State of Illinois shall govern any such sale.



Warranty Statement

Guntner US LLC (“Guntner”) warrants the product to be free from defects in workmanship and materials under normal usage for a period of 24 months from the date of purchase (the “Warranty Period”), provided that the product is correctly installed and operated within the recommended limits of Guntner’s technical documentation. This warranty is only valid if the product is given normal and proper use and complies with Guntner’s installation and maintenance instructions. Guntner assumes no responsibility for repairs to a product sustaining damages resulting from user modifications, attachments to the product, misuse, alteration or negligent use.

Guntner, at its option shall repair or replace, free of charge to the buyer, all components of the product which are or become defective during the Warranty Period as a result of defects in design, workmanship or materials, ordinary wear and tear excluded, provided, however, that:

- the product is applied correctly
- all operating and installation instructions for the product are complied with
- system component and piping design is in accordance with state-of-the-art HVAC practice
- Nitrogen or an inert gas is introduced into the piping during the brazing of the piping installation

In all instances, industry standard refrigeration practices must be observed and utilized by certified refrigeration technicians, mechanics, pipe fitters, design engineers, etc. when installing and servicing Guntner products.

This warranty shall not include ordinary maintenance or cleaning of the product, defects in the installation of the product or defects in turning and moving parts. This warranty also does not cover physical damage to the product, during transit or otherwise, after purchase of the product but before installation.

The buyer must request repair or replacement of the defective component through a written notice delivered to Guntner no later than two business days after the buyer becomes aware of the defect, and the buyer must provide Guntner with the time and opportunity to make such repair or replacement. Otherwise, Guntner will be released from liability for the defect. Under no circumstances will Guntner make any repair or replacement without Guntner’s prior written consent, except to the limited extent permitted by Guntner’s Service Policy.

Any transport and exchange costs for the repair or replacement shall be borne by the buyer. Guntner shall also not be liable for costs incurred in dismantling or fitting replacement parts or for any independent inspection undertaken by the buyer. The buyer shall return any allegedly defective goods, postage or freight paid, to Guntner at



the address below. Upon receipt of the goods and inspection thereof, Guntner shall repair or replace, at Guntner's discretion, the defective components and shall return the same to the buyer, return postage and freight paid. This shall constitute full compliance with Guntner's warranty obligations hereunder.

Guntner accepts no liability for the direct or indirect consequences of any modifications of or repairs to the product made by the buyer or by a third party without the prior consent of Guntner. Guntner reserves the right to inspect the product for customer abuse during the warranty period if abnormal claims against the equipment should arise.

This warranty shall not apply to Guntner products which have been improperly installed or repaired, or altered in any way outside of the manufacturer's factory or have been subject to misuse, negligence, or accident. Equipment or component parts such as valves, electric motors, electric heaters, and electric accessories manufactured by others and used as part of or in connection with Guntner products, carry only the warranty of the manufacturer thereof.

This warranty shall be void if equipment has been subjected to negligence, abuse, misuse, low voltage, corrosive chemicals, excessive pressure, accident, outward damage, or hidden damage while in transit, or if operated contrary to the manufacturer's recommendations.

THIS WARRANTY APPLIES ONLY TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AND/OR ITS COMPONENTS AND EXPRESSLY EXCLUDES RESPONSIBILITY FOR DAMAGES NOT OCCURRING TO THE PRODUCT AND/OR ITS COMPONENTS THEMSELVES AND FOR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS THE BUYER'S EXCLUSIVE REMEDY, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS EXCLUDED. GUNTNER SHALL NOT BE LIABLE TO THE BUYER OR TO ANY CUSTOMER OF THE BUYER UNDER ANY CIRCUMSTANCES FOR ANY DIRECT OR INDIRECT DAMAGES, INJURY TO PERSONS OR PROPERTY OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS, INCLUDING, WITHOUT LIMITATION, LOSS OF REFRIGERANT, LOSS OF STORED GOODS, LOST SALES, ORDERS, PROFITS OR INCOME, EITHER GROSS OR NET, ARISING, DIRECTLY OR INDIRECTLY, FROM DEFECTIVE GOODS OR WORKMANSHIP OR FROM ANY OTHER CAUSE WHATSOEVER.



This Warranty Statement is further subject to the provisions on Service Policy and Warranty Replacement Parts in Guntner's Sales and Warranty Procedure Manual. To obtain warranty service or to ask any questions regarding the foregoing, please contact:

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