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RAE Corporation Express Limited and Extended Express Limited Warranty

The Express Limited Warranty and Extended Express Limited Warranty are only available to customers if the Start-up paperwork is completed and returned to RAE Corporation Service Department pursuant to the requirements below. The Start-up documents are included with each product sold, or can be obtained by contacting RAE Corporation. The Start-up paperwork must be;

- (1) Completed at the time of start-up.
- (2) Signed and Dated by the start-up technician.
- (3) Mailed or emailed to the RAE Corporation Service Department for warranty validation within 10 days of equipment startup.

1. Express Limited Warranty

Subject to the terms, limitations, and disclaimer provisions set forth herein, RAE Corporation, and its divisions, hereinafter referred to as RAE, warrants to the original Purchaser that products manufactured by RAE shall be free from defects in material and workmanship under normal use and service. This limited warranty, which covers material and workmanship, has a limited duration which is as follows: the limited warranty commences on the date that RAE issues its invoice to the Purchaser for the equipment, and extends thereafter until the limited warranty expiration date. The limited warranty expiration date is the earlier of the following: eighteen (18) months from and after the issuance of RAE's invoice to the Purchaser, or twelve (12) months from and after the start-up of the equipment that is the subject of the invoice. If startup paperwork, or notification of delayed start, has not been received by RAE within six (6) months of shipment, the start date will default to three (3) months from shipment. In no event shall any warranty exceed eighteen (18) months from the date that RAE Issues its invoice to Purchaser.

This warranty is issued only to the original Purchaser, or to a single Bearer (User) authorized in writing by the original Purchaser on RAE's approved form and in accordance with the instructions therein, and may not be transferred to subsequent purchasers. This warranty applies only to a unit installed within the United States of America, its territories or possessions and Canada, and is in lieu of all other warranties expressed or implied. RAE neither assumes, nor authorizes any other person to issue or assume for RAE, any obligations or liabilities not herein stated.

It is agreed that in the event of breach of any of the express warranties described herein, the liability of RAE shall be limited to RAE repairing or replacing the non-conforming goods. RAE will repair or replace, free of cost to Purchaser, F.O.B. RAE factory, any part or parts that have been found, after inspection by RAE or RAE approved vendor, to be defective under normal use and service. Upon RAE authorization, the said part or parts should be returned to RAE, transportation prepaid by purchaser, for inspection and warranty judgment. RAE assumes no responsibility for the expense of labor or materials necessary to remove a defective part or install repaired or new parts. RAE reserves the right to deny warranty for any components that, after inspection by RAE or RAE approved vendor, to have failed due to abuse, neglect, or operation outside of design conditions.

The Express Limited Warranty is subject to the terms and conditions described herein.

2. Extended Express Limited Warranty

An Extended Express Limited Warranty ("Extended Warranty") may be purchased at the time of equipment

purchase. The warranty runs until an additional number of years after expiration of the Express Limited Warranty. The Extended Warranty must be purchased prior to the startup date. RAE, at its sole discretion, may authorize the purchase of an extended warranty after the unit is initially started, based on approval of the provided startup documentation. The Extended Warranty is limited to the original purchaser, or to a single Bearer (User) authorized in writing by the original Purchaser on RAE's approved form and in accordance with the instructions therein, and may not be transferred to subsequent purchasers.

3. General Disclaimers and Limitations on Warranty

RAE CORPORATION, HEREFTER REFERRED TO AS RAE, DISCLAIMS, AND MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES IT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY RAE OR THE USE THEREOF EXCEPT AS IS SPECIFICALLY SET FORTH ON THE FACE HEREOF. THIS WARRANTY, WHICH IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED CONSTITUTES THE ONLY WARRANTY MADE BY THE SELLER. **THIS LIMITED WARRANTY DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF ANY MISUSE, NEGLIGENCE, OR USE OF THE EQUIPMENT OUTSIDE OF THE PURPOSES OR PARAMETERS FOR WHICH THE EQUIPMENT WAS DESIGNED.**

RAE SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES. RAE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO 'CONSUMERS' AS THAT TERM IS DEFINED IN SEC. 101 OF PUBLIC LAW 93-637, THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

RAE SHALL NOT BE LIABLE FOR ANY DAMAGE OR DELAYS OCCURRING IN TRANSIT, FOR ANY DEFAULT OR DELAYS IN PERFORMANCE CAUSED BY ANY CONTINGENCY BEYOND ITS CONTROL INCLUDING WAR, GOVERNMENT RESTRICTIONS OR RESTRAINTS, STRIKES, SHORT OR REDUCED SUPPLY OF RAW MATERIALS, FIRE, FLOOD OR OTHER ACTS OF GOD, NOR FOR DAMAGE OR LOSS OF ANY PRODUCTS, REFRIGERANT, PROPERTY, LOSS OF INCOME OR PROFIT DUE TO MALFUNCTIONING OF SAID UNIT.

ANY AND ALL CONTROVERSIES, ISSUES, CLAIMS OR DISPUTES RELATING TO THIS PURCHASE AND SALE TRANSACTION, INCLUDING BUT NOT LIMITED TO, ANY CONTROVERSIES, ISSUES, CLAIMS AND DISPUTES CONCERNING THE INTERPRETATION OR ENFORCEMENT OF ANY WARRANTY (OR ANY LIMITATION OR OTHER ASPECT THEREOF), SHALL BE GOVERNED BY OKLAHOMA LAW.

THE LIABILITY OF RAE, OR ANY OF ITS SUBSIDIARIES AND AFFILIATES, OR ANY OF THEIR EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, RESELLERS, SUPPLIERS, PARTNERS, AGENTS AND DISTRIBUTORS ARISING FROM THE SALE OF THE PRODUCT OR UNDER THE TERMS OF THIS WARRANTY SHALL NOT IN ANY CASE EXCEED THE NET FACTORY SALE PRICE (NFSP) OF THE ORIGINAL PRODUCT ORDER.

4. Specific Limitations to Warranty

Parts Only

This warranty is limited to repair or replacement of defective parts only and does not include labor. RAE, at its sole discretion, may preauthorize the inclusion of limited labor expense for one person to perform the act of repair. No claim for labor charges will be allowed without a written preauthorization from RAE Service Department.

Replacement parts for any warranted parts must be obtained directly from RAE, or a RAE manufacturer's representative. Claims for replacement parts obtained locally will be disallowed unless accompanied by a RAE purchase order for such replacement parts. RAE, at its sole discretion, may offer coverage of locally bought parts "at cost" when supplied with actual receipts for the purchase price of the parts.

Orders for warranty replacement parts will be shipped ground transportation prepaid using the most appropriate transportation method. Any premium transportation service will be at the cost of the requestor.

Export Equipment

Equipment exported outside the United States will be covered under the same parts only warranty as non-exported equipment; provided that all warranty transactions must take place within the territorial United States.

Parts covered under warranty must be paid for in advance of any parts shipment. The customer will be reimbursed upon return of the warranty part and after the part has been inspected and determined defective. All exporting paperwork and shipping costs, including crating, customs fees, and other export costs, will be the responsibility of the party ordering the part.

Initial Inspection

RAE will not be responsible for shipping damage, or for parts lost in transit, or for any claims of concealed damage. It is the responsibility of the receiving party to thoroughly inspect the equipment upon delivery for damage, refrigerant leaks or dry nitrogen pressure loss in transit, and to verify that any loose parts have been included in the shipment. The bill of lading will indicate if parts are shipped loose in the unit. If shipping damage has occurred, or loose parts are missing, the receiving party must resolve the issue through the claim process with the company transporting the equipment.

Refrigerant

Refrigerant is excluded from the warranty. No payment will be made for any leak that occurs at a threaded mechanical joint (defined as flare joints, pipe thread joints or rotolock joints). It is the responsibility of the installing contractor to check these joints upon arrival of the equipment and/or prior to charging the system. Any claim for refrigerant reimbursement must be pre-authorized by RAE Service Department and a purchase order issued. Any claims received without a RAE purchase order, or without written coverage statements from RAE Service Department, will be disallowed. Should an obligation be approved by RAE, RAE specifically reserves the right to provide the refrigerant, or replace the refrigerant in a like quantity to the user. RAE, at its sole discretion, may preauthorize the inclusion of refrigerant "at cost" when provided with receipts for the purchase price of the refrigerant.

5. DOA (Dead on Arrival) Warranty Issues

In the event of a DOA issue, the purchaser must notify the RAE Service Department and provide the equipment Model Number, Serial Number, complete problem description and backing documentation as required by RAE Service Department.

If repairs are authorized by RAE, the RAE Service Department may:

- A. Authorize the job site contractor to make the repairs by requesting a quote from the contractor and providing a work authorization document.
- B. Select a different contractor to make the repairs.
- C. Dispatch a factory technician to make the repairs.
- D. Provide replacement parts only.

If field repair labor is authorized, a RAE work authorization will be issued in the amount of the approved estimated repair cost (including parts, material and labor per any agreed pricing and coverage), and repairs can be performed. In no event shall RAE be responsible for any costs beyond the approved estimated repair cost. Upon completion of repairs, the contractor is to send the invoice referencing the work authorization number to the service department with supporting documentation, including a service report and parts/material receipts. No back charges or service billings will be accepted without prior authorization by the service department.

A DOA problem is a defect in material or workmanship that prevents a successful startup of the unit. The problem will be discovered prior to or at the time of start-up. A DOA claim is not valid after the date of initial unit start up. Shipping damage is not a DOA issue or a warranty issue.

6. Compressor Replacements

In the event a compressor fails, RAE Service Department must be notified by telephone or e-mail within 24 hours of discovering the compressor failure. The customer must provide RAE Service Department with the Unit Model Number, Unit Serial Number, Compressor Model Number, and Compressor Serial Number before any replacement

will be provided.

RAE reserves the right to determine the source of the replacement compressor. The failed compressor body core must be returned to the vendor, re-manufacturer, distributor, or wholesale house as determined by RAE Service Department before the compressor will be replaced pursuant to this warranty. If the core is not returned, the customer will be invoiced for the compressor and the warranty claim will be rejected. Although RAE will replace the compressor, RAE is not responsible for any labor, travel, crane, lift, hoist, jig, tax expense, or any other cost or expense. Moreover, RAE assumes no responsibility for additional parts, refrigerant or other expenses incurred in making the unit operational.

7. Notice to RAE Corporation

To contact and/or notify RAE Corporation Service Department the following contact information must be used:

Address: RAE Corporation, 4492 Hunt St., Pryor, OK 74361

Office Phone: 918-825-7222

Fax: 918-471-2944

After Hours Emergency Cell Phone: 918-633-2838

Email: service@rae-corp.com