



DATE OF SALE: _____

INVOICE NO: _____

PURCHASER: _____

CUSTOMER P.O. NO: _____

SEE EXCLUSIONS AND CONDITIONS BELOW.

THIS EXCHANGE AGREEMENT IS EFFECTIVE FROM: _____ TO: _____ (4-Years)

UNIT MAKE: _____ MODEL NO: _____ SERIAL NO: _____

COMPRESSOR MAKE: _____ MODEL NO: _____ SERIAL NO: _____

FOUR YEAR LIMITED EXCHANGE AGREEMENT

ABC CO REFRIGERATION SUPPLY CORP. (hereafter "ABC CO") hereby agrees to exchange the above Model and Serial Number motor compressor (excluding electrical accessories) if it is defective in workmanship or materials within four (4) years following expiration of the manufacturer's one-year limited warranty period. ABC CO reserves the right, at its discretion, to provide either the same or a comparable replacement model, depending on availability. If the same model is not available, ABC CO is not responsible for any retrofit work that may be required for installation of the replacement model. ABC CO's obligation under this agreement is expressly limited to the original purchaser of the compressor from ABC CO and to repair or replacement, F.O.B. FACTORY, of the motor compressor assembly only, provided that the manufacturer's examination discloses to its satisfaction that the compressor is defective in workmanship or materials. This agreement is limited to ONE replacement compressor within the Extended 4-Year Period. If it becomes necessary for ABC CO to repair or replace a compressor during the term of this agreement, the replacement compressor will not be covered by this agreement, and ABC CO will have no further obligations to supply any additional replacement compressor(s). The compressor exchange provided in this agreement does not extend to, and ABC CO shall have no liability for, any damage or failure to operate which results from accident, misapplication, alteration, abuse or misuse. No responsibility is assumed by ABC CO for damage during transit.

It is expressly agreed that this Four-Year Limited Exchange Agreement does not extend to any contractor, person, corporation or consumer other than the original purchaser from ABC CO.

This agreement is not valid unless payment for the original unit/compressor and this agreement have been received by ABC CO.

NO MERCHANDISE MAY BE RETURNED WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FROM ABC CO. After authorization has been obtained, ABC CO will advise the purchaser of the procedure to follow to return the failed compressor. When return is required, it shall be TRANSPORTATION PREPAID by the purchaser.

NOTE FOR RETURNS - RETURN COMPRESSORS ONLY, DO NOT RETURN COMPLETE UNITS. ANY RETURNS OTHER THAN THE COMPRESSOR ONLY WILL NOT BE ACCEPTED.

ABC CO'S RETURNED GOODS / WARRANTY AUTHORIZATION FORM MUST BE COMPLETED AT THE TIME THE COMPRESSOR IS RETURNED.

IN NO EVENT SHALL ABC CO BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT OR GOODWILL REGARDLESS OF (A) THE NEGLIGENCE (EITHER SOLE OR CONCURRENT) OF ABC CO AND (B) WHETHER ABC CO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. ABC CO'S total liability for any and all injuries, losses, expenses, demands, claims or damages whatsoever arising out of or in any way related to the Covered Equipment or this Extended Warranty, from any cause or causes, shall not exceed an amount equal to the value of ONE replacement compressor during the Extended Four-Year Period.

THE ONE-TIME REPAIR OR REPLACEMENT OF DEFECTIVE COVERED EQUIPMENT IS ABC CO'S ENTIRE OBLIGATION UNDER THIS AGREEMENT. ABC CO makes no warranties, express or implied, with respect to the Covered Equipment, and hereby disclaims all implied and statutory warranties, by operation of law or otherwise, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement of a patent, trademark, or other intellectual property right.

TO MAKE A WARRANTY CLAIM, CONTACT YOUR ABC CO SALES REPRESENTATIVE