White-Rodgers Limited Warranty

Emerson Climate Technologies, Inc. (“Seller”) warrants, to its direct purchasers and to no others, that the Goods manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance, and that the Software will execute the programming instructions provided by Seller. This warranty only applies when such defect appears in Seller Goods within twelve (12) months from the date such Goods are placed in service and which are returned to and received by Seller, within twenty (20) months from the date of manufacture by Seller.

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 or application or any other cause not the fault of Seller. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller’s quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer’s discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer’s exclusive remedy, repair, correct or replace F.O.B. point of manufacture, or issue credit or refund the purchase price for, that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer’s claim for such defects.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Goods repaired or replaced pursuant to this warranty shall be warranted for the unexpired portion of the warranty applying to the original Goods.

Products purchased by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer.

THIS WARRANTY CONSTITUTE SELLER’S SOLE AND EXCLUSIVE WARRANTY 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 GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER’S USE OR PURPOSE.

LIMITATION OF REMEDY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND OF THE PURCHASE PRICE.

All other warranties vary by product. See manufacturer website for more details.