

certification of limited warranty

SPX Cooling Technologies, Inc. ("SPX Cooling") warrants that all apparatus and equipment furnished on this repair or replacement order, will be free from defects in materials and workmanship for a period of (12) months, [but excluding new gearbox(es) which are warranted for (2) years from date of shipment by SPX Cooling to the original installation. To obtain the expected life of the Geareducer® and warranty coverage, scheduled maintenance, in accordance with the Marley User Manuals, is required to check oil level, check for leaks in oil plugs, lube line connections, seals and correct as necessary during that time.

The obligation under this warranty is limited to the repair or the replacement of defective materials, at SPX Cooling's option, F.O.B. original shipping point or EXWORKS plant. Warranty on repaired or replaced equipment will be for the time remaining under the terms of the original warranty. This warranty is not transferable.

This warranty does not obligate SPX Cooling to bear the cost of labor, transportation charges, or other costs incurred in connection with the repair or replacement of defective parts; nor does this warranty apply to normal wear and tear nor to damage resulting from operation not conforming with the Marley operation and maintenance instructions, accident, alteration, misuse or an abnormally corrosive or abrasive use environment.

Failure of SPX Cooling to exercise or enforce any right or provision under this warranty shall not constitute a waiver of such right or provision.

SPX Cooling's total liability for damages related to the performance of or failure to perform shall be limited to the amount of the contract price and in no event shall either party hereto be responsible or held liable to the other for any special, punitive, indirect, incidental, or consequential damages.

The above warranties are in lieu of all other warranties expressed or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed and excluded from this agreement.

Registration of this warranty is required within 90 days of installation of your product to validate the warranty. Registration will also ensure receipt of the latest product information and owner notices. To register go to spxcooling.com/en/registration and complete the form.

SPX®

SPX Cooling Technologies, Inc.

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WARRANTY 00-165E