



MORTEX PRODUCTS, INC.
LIMITED WARRANTY

Mortex warrants this product to be free from defects in factory workmanship and material for a term of FIVE YEARS under normal use and service. Mortex will at its option, repair or replace any parts that prove to have such defects according to the terms outlined below. This warranty covers only the equipment described by the product Model and Serial Number listed below.

For your benefit and protection, fax this completed sheet to Mortex at (800) 944-6354 promptly after installation. This will initiate the warranty period. In the absence of recorded warranty coverage, the warranty period will begin upon date of manufacture based upon the serial number provided. The warranty period for repair or replacement parts shall not exceed SIX years from date of manufacture.

This warranty extends only to the original consumer purchaser and is non-transferable. For this warranty to apply the product must be installed according to Mortex recommendations and specifications, and in accordance with all local, state, and national codes; and the product must not be removed from its place of original installation.

Mortex strongly recommends regular periodic preventative maintenance on this equipment. A licensed contractor can ensure your maintenance program meets the conditions of the warranty, maximize the efficiency of the equipment, and service your unit within the mandated guidelines with regard to unlawful discharge of refrigerants into the atmosphere.

This warranty applies only to products installed in the United States and Canada.

For Owner's Information:

PRODUCT MODEL NO. _____ INSTALLATION DATE _____

UNIT SERIAL NO. _____ INSTALLED BY: _____

CONTRACTOR PH. # _____ CONTRACTOR LIC. # _____

EXCLUSIONS

This warranty does not cover any:

1. Shipping, labor, or material charges (including Freon).
2. Damages resulting from transportation, installation, or servicing.
3. Damages resulting from: use of the product in a corrosive atmosphere; accident; abuse; fire; flood; alteration; or acts of God. Tampering, altering, defacing or removing the product serial number will void this warranty.
4. Damages resulting from inadequacy or interruption of electrical service or fuel supply, improper voltage conditions, blown fuses, or other like damages.
5. Cleaning or replacement of filters.
6. Damages resulting from failure to properly and regularly clean air and/or water side of condenser and evaporator.
7. Damages resulting from: (a) freezing of condenser water or condensate; (b) inadequate or interrupted water supply; (c) use of corrosive water; (d) fouling or restriction of the water circuit of foreign material or like causes.
8. Damages resulting from operation with inadequate supply of air or water.
9. Damages resulting from use of components or accessories not manufactured or approved by Summit.
10. Increase in fuel or electric cost.

This warranty is in lieu of all other warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the disclaimer of implied warranty, so the preceding disclaimer may not apply. In states allowing only a partial limitation on implied warranties, the duration of implied warranties is expressly limited to the duration of the express warranty on the face hereof. In no event, whether as a result of breach of warranty or contract, tort (including negligence) strict liability or otherwise, shall Mortex be liable of special, incidental, or consequential damages, including (but not limited to) loss of use of equipment or associated equipment, lost revenues, lost profits, cost of substitute equipment or cost of fuel or electricity.

The above limitations shall inure to the benefit of Mortex's suppliers and sub-contractors. The above limitation on consequential damage shall not apply to injuries to persons in the case of consumer goods. Some states do not allow the exclusion or limitation of liability for consequential, or incidental damages, or for strict liability in tort, so the above exclusions and limitations may not apply.

Mortex does not assume or authorize any person to assume for Mortex any other liability for the sale of Mortex product. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.