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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 Warranty Checklist and Warranty Registration Card is completed and returned to RAE Corporation Service Department. The Start-up Warranty Checklist must be; (1) completed at the time of start-up, (2) dated and signed by the technician, and (3) forwarded with the Warranty Registration Card to the RAE Corp. Service Department for warranty validation within 10 days after startup. The start-up Warranty Checklist and Warranty Registration Card are included with each product sold.

1. Express Limited Warranty

Subject to the terms, limitations, and disclaimer provisions set forth herein, RAE Corp. warrants to the original Purchaser that products manufactured by RAE Corp. 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 Corp. 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.

This warranty is issued only to the original Purchaser, is not transferable, 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 Corp. neither assumes, nor authorizes any other person to issue or assume for RAE Corp., 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 Corp. shall be limited to RAE Corp. repairing or replacing the non-conforming goods. RAE Corp. will repair or replace, free of cost to Purchase-User, F.O.B. RAE Corp. factory, any part or parts that in RAE Corp.'s judgment is defective. Upon RAE Corp. authorization, the said part or parts should be returned to RAE Corp., transportation prepaid by purchaser, for inspection and judgment. RAE Corp. assumes no responsibility for the expense of labor or materials necessary to remove a defective part or install repaired or new parts.

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

2. Extended Express Limited Warranty

A four-year Extended Express Limited Warranty ("Extended Warranty") may be purchased at the time of purchase. The warranty runs until an additional 4 years after expiration of the Express Limited Warranty. The Extended Warranty must be purchased prior to the startup date. RAE Corp., 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 and may not be transferred to subsequent purchasers.

3. General Disclaimers and Limitations on Warranty

RAE CORP. 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 CORP. 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 CORP. SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES. RAE CORP. 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 CORP. 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.

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 Corp., at its sole discretion, may preauthorize the inclusion of labor expense. No claim for labor charges will be allowed without a written preauthorization from RAE Corp.'s Service Department. Prior written approval from RAE Corp. is required, in the event RAE Corp. has authorized the customer to purchase replacement parts for any warranted parts; and, such replacement parts must be obtained directly from a manufacturer's representative or RAE Corp. Claims for replacement parts obtained locally will be disallowed unless accompanied by a RAE Corp. purchase order for such replacement 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, will be the responsibility of the party ordering the part.

Initial Inspection

RAE Corp. 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 responsible for transporting the equipment.

Refrigerant

Refrigerant is excluded from the warranty. RAE Corp., at its sole discretion, may preauthorize the inclusion of refrigerant. 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 Contractor to check these joints upon arrival of the equipment or prior to charging the system. Any claim for refrigerant reimbursement must be pre-

authorized by RAE Corp.'s Service Department and a purchase order issued. Any claims received without a RAE Corp. purchase order will be disallowed. Should an obligation be approved by RAE Corp., RAE Corp. specifically reserves the right to provide the refrigerant, or replace the refrigerant in a like quantity to the user.

5. DOA Warranty Problems

In the event of a DOA problem, the purchaser must notify and contact the RAE Corp. service department or the selling representative and provide the unit Model Number, Serial Number, complete problem description and estimate for repair. If repairs are authorized by RAE Corp., the RAE Corp. service department may:

- A. Authorize the job site contractor to make the repairs.
- B. Select a different contractor to make the repairs.
- C. Dispatch a factory technician to make the repairs. If field repairs are authorized, a RAE Corporation purchase order will be issued in the amount of the approved repair cost (including parts, material and labor), and repairs can be performed. Upon completion of repairs, the contractor is to send the invoice referencing the purchase order number to the service department with supporting documentation, including a service report and parts/material invoices. 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 problem or a warranty issue.

6. Compressor Replacements

In the event a compressor fails, RAE Corp. service department must be notified by telephone or e-mail within 24 hours of discovering the compressor failure for the compressor to be covered by warranty. The customer must provide RAE Corp. service department with the Unit Model Number, Unit Serial Number, Compressor Model Number, and Compressor Serial Number before any replacement will be provided.

RAE Corp. reserves the right to determine the source of the replacement compressor. The failed compressor body core must be returned to the re-manufacturer or the wholesale house as determined by RAE Corp. 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 will not be extended. Although RAE Corp. will replace the compressor, RAE Corp. is not responsible for any labor, travel, crane or tax expense. Moreover, RAE Corp. 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: 4492 Hunt St., Pryor, OK 74361

Office Phone: 918-825-7222

After Hours Emergency Cell Phone: 918-633-2838

Fax: 918-825-6366

Email: service@rae-corp.com