



## LIMITED WARRANTY

DENSO SALES CALIFORNIA, INC. ("DENSO") warrants its MOVINCOOL Products only to the extent stated in its official written warranties. Unless otherwise specifically provided in writing by DENSO, DENSO warrants to end-user that the Products shall be free of defects in materials or workmanship and will function in accordance with DENSO's published specifications under ordinary intended use and service for a period of twelve (12) months after delivery to the end-user; provided, however in the case of the compressor element of the Products such warranty shall be for a period of thirty six (36) months after delivery to the end-user. DENSO shall, at its sole option, repair or replace any defective Product covered by this warranty. Such remedy shall be end-user's sole remedy with respect to any particular defect in the Products.

This warranty does not cover defects or malfunctions which result from causes beyond DENSO's control, including, without limitation, (i) unusual physical or electrical stress; (ii) accident, neglect, abuse, misuse or other abnormal use; (iii) failure to perform routine maintenance in accordance with DENSO's recommended procedures; (iv) normal wear and tear; (v) repairs or attempted repairs by an unauthorized person; (vi) modifications or alterations to the Products; (vii) use with supplies or devices not supplied or approved by DENSO; or (viii) improper servicing. This warranty shall extend only to the original enduser and shall be void if any labels or other identifying marks permanently affixed to Products when shipped by DENSO are removed, altered, defaced or obliterated.

The aforesaid warranty is the only warranty made by DENSO with respect to the Products and is in lieu of all obligations or liabilities on the part of DENSO for damages arising out of or in connection with the sale, use or performance of the Products, including, without limitation, any lost profits or any other consequential, incidental, special or exemplary damages of any kind.

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