



**COOL-SPACE™**  
E V A P O R A T I V E C O O L I N G

## **FIVE YEAR LIMITED WARRANTY**

**WARRANTY AND DISCLAIMER:** Hale Industries, Inc. (Hale Inc.) extends this limited warranty to the original buyer and warrants that products manufactured by Hale Inc. shall be free from original defects in workmanship and material for 60 months from date of shipment, provided same have been properly stored, installed, serviced, maintained and operated. This warranty shall not apply to products which have been altered or repaired in any way so as to effect its performance, without Hale Inc. express authorization, or altered or reliability, nor which have been improperly installed or subjected to misuse, negligence, or accident, or incorrectly used in combination with our substances. The Buyer assumes all risks and liability for results of use for the products.

**LIMITATION OF REMEDY AND DAMAGES:** All claims under this warranty must be made in writing and delivered to Hale Inc., 315 N Madison St. Fortville, IN 46040 within 15 days after discovery of the defect and prior to the expiration of 60 months from the date of shipment by Hale Inc. of the product claimed defective, and Buyer shall be barred from any remedy if Buyer fails to make such claims within such period.

Within 30 days after receipt of a timely claim, Hale Inc. shall have the option either to inspect the product while in Buyer's possession or to request Buyer to return the product to Hale Inc. at Buyer's expense for inspection by Hale Inc.. Hale Inc. shall replace, or at its option repair, free of charge any product it determines to be defective, and it shall ship the repaired or replacement product to Buyer F.O.B. point of shipment.

Hale Inc. is not responsible for the cost of removal of the defective product or part, damages due to removal, or any expenses incurred in shipping the product of part to or from Hale Inc. plant, or the installation of the repaired or replaced product or part.

Implied warranties, when applicable, shall commence upon the same date as the express warranty provided above, and shall extend only for the duration of the express warranty provided above. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The only remedy provided to you under an applicable implied warranty and the express warranty shall be the remedy provided under the express warranty, subject to terms and conditions contained therein. Hale Inc. shall not be liable for incidental and consequential losses and damages under the express warranty, any applicable implied warranty, or claims for negligence, except to the extent that his limitation is found to be unenforceable under applicable state law. Some states do not allow exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

No employee, agent, dealer, or other person is authorized to give any warranties on behalf of Hale Inc. or to assume for Hale Inc. any other liability in connection with any of its products except in writing and signed by an officer of Hale Inc.

**TECHNICAL ADVICE AND RECOMMENDATION DISCLAIMER:** Notwithstanding any past practice or dealings or any custom of the trade, sales shall not include the furnishing of technical advice or assistance or system design. Any such assistance shall be at Hale Inc. sole option and may be subject to additional charge.

Hale Inc. Assumes no obligation or liability on account of any recommendations, opinions, or advice as to the choice, installation or use of products. Any such recommendations, opinions or advice are given and shall be accepted at your own risk and shall not constitute any warranty or guarantee of such products or their performance.

Effective Date: January 1, 2017

\*Policy subject to change.

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