



## WARRANTY

### Heating and Indoor Air Quality Products

This Warranty (the "Warranty") shall apply to Products (as defined below) sold by Modine Manufacturing Company, a Wisconsin corporation ("Seller") to you ("Buyer").

Seller hereby warrants that during the Applicable Warranty Period (as defined below) its Products shall be free from defects in material and factory workmanship under normal use and service, subject to the EXCLUSIONS described below and according to the terms outlined in this Warranty.

If Seller receives written notice of a breach of this Warranty prior to the end of the Applicable Warranty Period (which such notice shall include the model and serial numbers of the Product, as well as the date and a reasonably detailed description of the Product's alleged failure), Buyer shall with Seller's prior written approval, return the applicable Product or component thereof to Seller with shipping charges prepaid; if upon examination by Seller such Product or component thereof is disclosed to have been defective, then Seller will, without charge to Buyer, at Seller's option, either repair the Product, replace defective parts in the Product, or offer an entire replacement unit of the Product; provided that the warranty period for a Product that has been repaired or provided with replacement parts shall not extend beyond the original Applicable Warranty Period, nor shall any replacement parts provided for a Product be under any warranty beyond the original Applicable Warranty Period for the Product; similarly, if Seller provides an entire replacement unit of the Product, the warranty period for the replacement unit is limited to the remainder of the original Applicable Warranty Period. Seller shall have no responsibility for installation, service, field labor, shipping, handling, or other costs or charges, except as expressly provided in this Warranty. Buyer shall have no remedy hereunder for any defective part returned without proper written authorization from Seller, as described above.

For purposes of this Warranty and subject to the exclusions described below, the term "Products" shall mean parts or equipment manufactured by Seller, sold to Buyer pursuant to a purchase contract between Buyer and Seller (most often initiated by a purchase order issued by Buyer and accepted by Seller), and expressly described in such contract. The term "Products" shall not include third-party parts or equipment furnished by Seller, except that, to the extent assignable, Seller will assign to Buyer the benefits (together with all limitations and exclusions) of the third-party manufacturer's warranty for such parts or equipment. This Warranty extends only to the original purchase contract between Buyer and Seller and is nontransferable, except that this Warranty may be assigned to an Authorized End User (as defined below). All replaced parts or equipment shall become Seller's property. For purposes of this Warranty, the term "Applicable Warranty Period" shall mean the warranty period set forth in the table below for each type or class of Product described on the table; provided that, when the Product is to be used as a component part of equipment manufactured by Buyer, the Applicable Warranty Period shall be limited to one (1) year after the date of shipment from Seller, notwithstanding anything in the table below to the contrary. For purposes of this Warranty, the term "Authorized End User" shall mean any third-party that purchases the Product directly or indirectly from Buyer for the Authorized End User's own use upon the first installation of the Product and not for resale.

BUYER HEREBY ACKNOWLEDGES THAT ITS REMEDIES FOR BREACH OF THIS WARRANTY, EXCLUSIVE OF ALL OTHER REMEDIES PROVIDED BY LAW, ARE LIMITED AS DESCRIBED ABOVE.

EXCLUSIONS AND LIMITATIONS: This Warranty is subject to the following exclusions and limitations:

The term "Products" shall not include and this Warranty shall not apply to any of the following items: refrigerant gas, belts, filters, fuses and other items consumed or worn out by normal wear and tear.

In addition, this Warranty shall not apply to:

- (1) Products or components thereof that are damaged or adversely affected by conditions beyond Seller's control, including but not limited to polluted or contaminated or foreign matter contained in the air or water utilized for heat exchanger (condenser) cooling or if the failure of the part is caused by improper air or water supply, or improper or incorrect sizing of power supply;
- (2) Any Products or components thereof which have been repaired or altered outside the factory of Seller in any way, or otherwise subject to unauthorized repairs or alterations, so as, in the judgment of Seller, to affect the Product's durability or performance;
- (3) Materials or labor of any kind not furnished by Seller, or any charges for any such labor or materials, whether such labor, materials or charges thereon are due to replacement of parts, adjustments, repairs, or any other work done by any party other than Seller;
- (4) Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either defective or replacement parts;
- (5) Any Products removed from their original location for reinstallation in another location;
- (6) Any Products or components thereof which have been operated, maintained, or serviced contrary to Seller's written installation, operation, and/or servicing instructions or owner's manual;
- (7) Damages resulting from operation with an inadequate or interrupted supply of air or water;
- (8) Any Products or components thereof which have been subjected to misuse, negligence, faulty installation, improper servicing, accident, excessive thermal shock, excessive humidity, physical damage, impact, abrasion, improper operation, or other operating conditions in excess of or contrary to those for which such equipment was designed;
- (9) With respect to gas-fired or oil-fired units, any Products or components thereof if the input to the Product exceeds the rated input (as indicated on the Product's serial plate) by more than five percent (5%);
- (10) Any Products or components thereof which, in the judgment of Seller, have been installed in a corrosive atmosphere, marine, or coastal application, subjected to corrosive fluids or gases, or damaged or adversely affected by the effects of the physical or chemical properties of water or steam or other liquids or gases used in the Products or any component thereof;
- (11) Damage or failure to start resulting from improper voltage conditions, blown fuses, open circuit breakers, or other inadequacy or interruption of electrical service or fuel supply; or

(12) Any Products or components thereof from which the serial number has been altered, defaced or removed.

BUYER AGREES THAT THE WARRANTIES AND REMEDIES DESCRIBED HEREIN ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED BY SELLER WITH RESPECT TO THE PRODUCTS AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL BE IN LIEU OF AND EXCLUSIVE OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING FROM LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE, **INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, EACH OF WHICH SELLER HEREBY EXPRESSLY DISCLAIMS.** SELLER NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ANY PRODUCTS. REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE, OR OTHERWISE, ARE EXCLUDED AND WILL NOT APPLY TO THE PRODUCTS UNDER THIS WARRANTY, EXCEPT FOR WARRANTIES WHICH BY LAW CANNOT BE EXCLUDED OR LIMITED. Without limiting the foregoing, Seller makes no and specifically disclaims all representations and/or warranties

that the Products will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus, or other contagion, including but not limited to COVID 19.

BUYER AGREES THAT IN NO EVENT WILL SELLER BE LIABLE FOR COSTS OF PROCESSING, LOST REVENUES OR PROFITS, INJURY TO GOODWILL, OR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE OF THE PRODUCTS, OR FROM BUYER'S USE OF ANY PRODUCT, WHETHER ARISING FROM BREACH OF WARRANTY, NONCONFORMITY TO ORDERED SPECIFICATIONS, DELAY IN DELIVERY, OR ANY OTHER LOSS SUSTAINED BY THE BUYER.

OPTIONAL SUPPLEMENTAL WARRANTY

Buyer may purchase from Seller a supplemental warranty with respect to Products which shall extend the Applicable Warranty Period as set forth in the express terms and conditions described in the supplemental warranty agreement. Such supplemental warranty terms may include an additional four (4) years on certain compressors, an additional five (5) years "all parts" warranty, an additional four (4) or nine (9) years on certain heat exchangers, and/or such additional supplemental warranty terms as Seller chooses to make available to its customers from time to time.

COMPONENT ①	APPLICABLE MODELS		APPLICABLE WARRANTY PERIOD (WHICHEVER OCCURS FIRST)	
			Time from Date of First Beneficial Use by Buyer or Authorized End User	Time from Date of Shipment from Seller
Heat Exchangers and/or Coils	Gas Fired Unit Heaters with Tubular Style Heat Exchangers (e.g. HD, HDS, PTS, BTS, etc.)	Aluminized or Stainless Steel	10 YEARS	126 MONTHS
	Gas Fired Unit Heaters with Clam-Shell Style Heat Exchangers (e.g. PDP, BDP, etc.)	Aluminized Steel (not in high-humidity applications)	10 YEARS (must be Stainless Steel in high-humidity applications)	126 MONTHS
		Aluminized Steel (in high-humidity applications)	1 YEAR	18 MONTHS
		Stainless Steel	10 YEARS	126 MONTHS
	Low Intensity Infrared Units		5 YEARS	66 MONTHS
	Indoor and Outdoor Duct Furnaces and System Units, Steam/Hot Water Units, Oil-Fired Units, Electric Units, Cassettes, Vertical Unit Ventilators, Geothermal Units		1 YEAR	18 MONTHS
Burners	Low Intensity Infrared Units		2 YEARS	30 MONTHS
	High Intensity Infrared Units		1 YEAR	18 MONTHS
Compressors	Condensing Units for Cassettes		5 YEARS	66 MONTHS
	Vertical Unit Ventilators, Geothermal Units		1 YEAR	18 MONTHS
Sheet Metal Parts	All Products		1 YEAR	18 MONTHS
Components excluding Heat Exchangers, Coils, Condensers, Burners, Sheet Metal	All Products		2 YEARS	30 MONTHS

① Modine warrants its replacement parts to be free from defects in material and workmanship for a period: (a) not to exceed the warranty period of the original products or (b) ninety (90) days after date of shipment of the replacement parts from Modine, whichever is longer.

As Modine Manufacturing Company has a continuous product improvement program, it reserves the right to change design and specifications without notice.



**Modine Manufacturing Company**

1500 DeKoven Avenue, Racine, WI 53403

To contact Modine, please refer to the phone number on the product serial plate or the Installation and Service Manual included with the product.