

Limited Warranty

CimaTemp Portables Inc. warrants its portable air conditioner products and accessories against defects in material or workmanship. Under ordinary use ClimaTemp will, at its sole discretion, repair or replace any defective product or part covered by this warranty. Warranty coverage is (12) months for all parts on the ClimaTemp product and (36) months on the compressor or compressor components. This warranty is in effect from the date of purchase on any invoicing for the end user. This Limited warranty is conditional on the return of the part or unit to the manufacturer with approval in which all goods and services are freight prepaid from the customer or distributor.

This warranty does not cover malfunctions or misuse beyond ClimaTemp's control including improper operation, neglect, abuse, abnormal use, incorrect electrical connections, and failure to perform routine maintenance. Furthermore ClimaTemp will not be responsible for improper installation that damages unit or components. Any shipping damage or improper transport is not covered under this warranty.

DISCLAIMER OF WARRNTY

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POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF CLIMATEMP PORTABLES (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO WHICH SUCH CLAIM IS MADE. GOVERNING LAW AND JURISDICTION

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