



Standard Warranties

PRODUCTS AC Corporation (AC) expressly warrants products manufactured by AC to be free from defects in material and workmanship under normal use and service for a period of one (1) year from the date of initial operation or eighteen (18) months from the date of shipment, whichever occurs first. AC will repair or replace at its option, F.O.B. point of manufacture, any such product which AC determines to be defective during the warranty period.

SOFTWARE AC expressly warrants that application software written by AC will perform functionally and be free of defects for one (1) year from the date of delivery, provided that such software has not been misused or modified and incorporates all program enhancements and corrections supplied by AC. AC will correct or replace, at its option, any such software that AC determines to be defective during the warranty period. Notwithstanding the foregoing, AC will not be responsible for (a) erroneous or incomplete data files, (b) malfunctions in hardware, operating systems, or third party software, (c) problems caused by modifications to originally installed operating systems or configurations, (d) problems or malfunctions caused by computer viruses, malware, worms, or other harmful or malicious programs of any kind, or (e) other problems or malfunctions outside of AC's control.

INSTALLATION SERVICES AC expressly warrants that, for a period of one (1) year from the date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first, AC's work will be free from defects not inherent in the quality required or permitted and will conform to any plans and specifications on which AC's job quotation is based. AC will repair work that AC determines to be defective during the warranty period.

SYSTEM PERFORMANCE In jobs where AC has exclusive control over design, furnishing of materials and products, installation, and commissioning, AC expressly warrants that its systems will perform to AC's established standards for the variables (temperature, relative humidity, light level, etc.) and limits specified in the proposal document, at the point of control, for a period of one (1) year from date of substantial completion or eighteen (18) months from the work commencement date, whichever occurs first. AC will make all corrections to the performance of the system that become necessary during the warranty period. This warranty will apply only if all items that affect system performance (such as heat producing equipment, vapor barriers, colors, etc.) are as represented to AC at the time of design and the customer follows all recommendations (such as insulating, vapor proofing, etc.) made by AC. No warranty, express or implied, shall exist for the performance of any variables or limits not specifically stated in the proposal document. This warranty does not include testing or analysis of the system unless an out-of-limit condition caused by system performance is found by AC. AC shall not be liable for any design, materials, products, or services not included in AC's proposal document.

DISCLAIMER OF WARRANTY FOR REPAIR AND MAINTENANCE SERVICE Except to the extent one of the foregoing warranties is applicable, AC makes no warranty whatever, express or implied, relating to its performance of repair or maintenance services or the condition or operation of any equipment or machinery repaired or maintained by it.

ASSIGNMENT OF OTHER WARRANTIES To the extent assignable, AC assigns to the customer any and all warranties made by the manufacturer of a product or software that is furnished but not manufactured or developed by AC. AC makes no warranty whatever, express or implied, relating to any product or software which is not manufactured or developed by AC.

LIMITATION OF WARRANTY These warranties do not cover damage or defects caused by abuse, modifications not executed by AC, improper or insufficient maintenance, improper operation, failure to follow operating manuals or procedures, or normal wear and tear under normal usage. AC will not be responsible for damage from water, chemicals, steam, freezing, voltage variations, electrical service interruptions, abuse, unsuitable soil conditions, environmentally unsafe conditions, errors in the customer's drawings, plans, or specifications, or other causes not within the control of AC. AC makes no warranty whatever, express or implied, relating to asbestos, PCB, or any other hazardous or toxic substances or environmentally unsafe materials.

LIMITATION OF REMEDIES The remedies described above shall be the **SOLE AND EXCLUSIVE** remedies under these warranties. AC shall not be liable for any special, indirect, incidental, or consequential damages arising out of any defects, including without limitation transportation or labor charges to locate, remove, or reinstall defective components, lost profits or sales, or injury to person or property. AC's total liability for breach of any warranty shall not exceed the contract price.

NO OTHER WARRANTIES These warranties shall extend only to the original customer and cannot be assigned. AC **MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF HABITABILITY, IMPLIED WARRANTIES OF WORKMANSHIP, IMPLIED WARRANTIES OF LIVABILITY, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY**

DISCLAIMED. If any court imposes an implied warranty on AC, it shall have the same time duration as the applicable express warranty listed above. These warranties shall be construed and enforced in accordance with North Carolina law, and North Carolina shall have sole and exclusive jurisdiction over any dispute regarding these warranties.

MODIFICATION These warranties may not be modified except by written agreement signed by an officer of AC.