

## **TERRA THERMAL TECHNOLOGIES, INC.**

### **LIMITED PRODUCT WARRANTY**

#### **WARRANTY TERMS**

Subject to the limitations set forth below, Terra Thermal Technologies (herein after known as TTT, Inc.) warrants all TTT, Inc. products against defect in material or workmanship under normal use and with proper maintenance for the time period specified below ("Duration of Warranty/Statue of Limitations"). Under this Warranty we will replace or repair any defective part, or portion thereof, within a reasonable time after receipt of the defective part. An exchanged (replacement) part will be warranted for only the unexpired portion of the original Warranty. This Warranty does not cover the cost of diagnosis, transportation, labor or any other incidental costs involved in the removal of the defective parts of the installation of the placement part.

#### **DURATION OF WARRANTY: STATUE OF LIMITATIONS**

The Warranty shall only cover defects occurring during the following time periods: in the case of compressor, for a minimum of five (5) years from the date of manufacture, proof of certificate of occupancy date, or proof of certified start up date to a maximum of six (6) years; in the case of all other parts, the shorter of: (i) one year following installation of the product or (ii) eighteen (18) months following the manufacture of the product.

#### **HOW TO OBTAIN WARRANTY SERVICE**

You must timely notify your installer or dealer of any problems with the system. In the event that the problem is determined to be the result of a TTT, Inc. product, your installer or dealer must notify TTT, Inc. directly within thirty (30) days of discovery of the problem. At TTT, Inc.'s option, any defective parts shall be returned to TTT, Inc.'s factory in Bowie, Maryland at your expense. All notices of Warranty claims and/or questions about the Warranty are to be directed to: Terra Thermal Technologies, Inc., P.O. Box 301 – Davidsonville, MD 21035. TTT, Inc. will make every effort to correct any problem covered by this Warranty as quickly as possible; however, TTT, Inc. is not responsible for any default or delay in its performance that is caused by war, governmental restrictions or restraints, strikes, material shortages or any other occurrences that are beyond the control of TTT, Inc.

#### **EXCEPTIONS TO WARRANTY**

**This warranty does not apply to:** (1) Air filters, fuses, refrigerant, and oil; (2) Products that have been relocated after original installation; (3) Any portion of the system not supplied by TTT, Inc.; (4) Products or component parts on which the tags or nameplates have been removed, altered or defaced; (5) Scratches in or discoloration of finishes; (6) Product damaged during shipment or by improper service, products which have defects or damage which results from improper installation, wiring, electrical imbalance characteristics, or maintenance or caused by accident, misuse or abuse, fire, flood, alteration, misapplication or modification of the product, breakage or rupture of water tubing and/or water condenser coil when subjected to freezing conditions, use during construction, or acts of God; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, the addition of unapproved chemicals, operation at abnormal temperatures, pressure or flow rates, unauthorized opening of the refrigerant circuit or any attachment, accessory of component not authorized and approved by TTT, Inc.; (8) Any condition within the building, including mold and/or mildew and/or any chemical or toxin secreted there from or damage resulting from mold, fungus, or bacteria; (9) Electricity or fuel costs or any increases or unrealized savings in same or any reason whatsoever; (10) Products on which payment to TTT, Inc. is or has been in default.

#### **LIMITATIONS OF REMEDIES**

Notwithstanding the above, TTT Inc. will only be obligated at TTT, Inc.'s option to repair the failed part or unit or to furnish a new or rebuilt part in exchange for the part or unit that has failed. If, after written notification to TTT, Inc. in Bowie, Maryland of each defect and a reasonable attempt by TTT, Inc. to correct the defect, malfunction or other failure and the remedy fails to resolve the problem, TTT, Inc. shall refund the purchase price paid to TTT, Inc. in exchange for the return of said good(s). Said refund shall be the maximum liability of TTT, Inc.

#### **LIMITATIONS ON WARRANTY**

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED WARRANTIES, WHETHER ORAL OR WRITTEN. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE WARRANTY DURATIONS SET FORTH ABOVE. TTT, INC. EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGE ARISING FROM ANY DEFECT IN THE PRODUCT, BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. Such disclaimed damages include, but are not limited to, loss of profit or revenue, loss of use of the equipment or any associated equipment, loss of capital, cost of any substitute equipment, facilities or services and downtime costs or claim of customers of the purchaser for such damages caused by any defect in the product. The agents, dealers and employees of TTT, Inc. are not authorized to make any modifications to this Warranty or any additional warranties, and any additions or statements, whether oral or written and should not be relied upon.

#### **OTHER**

**NOTE:** This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow exclusion of consequential damages, so the foregoing exclusions and limitation may not apply to you. In addition, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This Warranty applied to TTT, Inc. products installed in the Continental United State and Canada only.