



February, 2007

KRACK CORPORATION

Limited Warranty for the United States & Canada

This warranty is made to the original user at the original installation site and is not transferable

BASIC WARRANTY

Krack products listed on the attached Warranty Schedule are warranted to be free from defect in material and workmanship under normal use and service for the period listed on the Warranty Schedule that is in effect at date of shipment from the factory. Except as otherwise may be indicated in the Warranty Schedule, this warranty is valid from the date of original installation, not to exceed the period listed in the Warranty Schedule plus three additional months from the date of shipment from the factory.

Except as may be otherwise specifically set forth in the Warranty Schedule, Krack's obligation under this warranty shall be limited to repairing or exchanging any part or parts, without charge, FCA factory or nearest authorized parts depot (Incotems 2000) during the warranty period, which is proven to the satisfaction of the warranty administration organization to be defective. Krack, or its designee reserves the right to inspect the jobsite, installation and reason for failure.

Krack's warranty covers the listed product and all its components parts except filters, gaskets, driers, fuses and other maintenance type replacement parts for the applicable warranty period.

PRODUCTS CONTAINING COMPRESSORS

For Krack products that contain compressors, Krack agrees to repair or exchange, at its option, the original compressor unit only, with a compressor of like or of similar design and capacity, if it is shown to the satisfaction of Krack that the compressor is inoperative due to defects in factory workmanship or material under normal use and service as outlined in Krack's Installation Instructions, which are shipped inside new Krack equipment. Krack's sole obligation under this paragraph shall be limited to the period included in the Warranty Schedule from date of factory shipment.

EXTENDED WARRANTY

Any compressor warranty may be extended for an additional period (not to exceed a total 60 months in combination with the basic warranty), but must be purchased from Krack and documented with a paid invoice to be valid. The extended warranty must be purchased and paid for prior to the expiration of the basic warranty coverage. The basic and extended compressor warranties do not include replacement or repair of controls, relays, capacitors, overload protectors, valve plates, oil pumps, gaskets or any external part on the motor/compressor replaceable in the field, or any other part of the refrigeration system.

PATENT WARRANTY

Krack warrants that its products do not infringe the claims of any existing United States patent, but Krack makes no warranty against infringement by reason of the use thereof either in combination with other products or in the operation of any process or use of products other than for their intended purpose. This warranty is subject to purchaser promptly notifying Krack in the event of any action for such infringement brought against purchaser and permitting Krack to participate in the defense of such action. Krack reserves the right to modify or replace any product alleged to constitute and infringement, or to remove such product and refund the amount paid by purchaser therefor. This warranty is not transferable. The foregoing patent warranty shall not apply to any product or part thereof made to purchaser's design and as to such product or part, Krack assumes no liability for patent infringement. The foregoing states the entire liability of Krack with regard to patent infringement.

Any warranty repair made by Krack shall not extend the term of the warranty. Any warranty claim must be made to Krack in writing within 45 days of the warranty repair date.

THE WARRANTIES RECITED ABOVE ARE THE ONLY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, MADE BY KRACK WITH RESPECT TO ITS PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND KRACK NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS OR ANY PART THEREOF.

THIS WARRANTY SHALL NOT APPLY TO LOSS OF FOOD OR OTHER CONTENTS DUE TO FAILURE FOR ANY REASON. KRACK SHALL NOT BE LIABLE:

- For payment of labor for any removal or installation of warranted parts, unless specifically called out on the Warranty Schedule in effect at the date of shipment of the product.
- For any repair or replacements made without the written consent of Krack, or when the product is installed or operated in a manner contrary to the printed instructions covering installation and service which accompanied such product;
- For any damages, delays, or losses, direct, consequential, incidental or otherwise, which may arise in connection with such product or part thereof;
- For damages during shipment or caused by fire, flood, strikes, or other circumstances beyond its control;
- When the product is subject to negligence, abuse, misuse or when the serial number of the product has been removed, defaced or altered;
- When the product is operated on low or improper voltages;
- When the product is put to a use other than as recommended by Krack;
- When operation of the product is impaired due to improper drain installation;
- For payment of refrigerant loss under any circumstance.
- For costs related to shipping or handling of replacement parts;
- For periodic maintenance items such as filters, gaskets, fuses, and driers;
- Diagnostic charges;
- To defend, indemnify or hold harmless any purchaser or end-user for any claims, demands, lawsuits or actions of any nature..

Krack Corporation Limited Warranty Schedule

Term in Months	Custom Racks	Protocol Units	Condensing Units	Commercial Evaporator Coils	Industrial Evaporator Coils	Remote Air Cooled Condensers	Evaporative Condensers
Basic Component Parts	12	12	12	12	12	12	12
Compressor - Scroll	NA	12	12	NA	NA	NA	NA
Compressor - IR IMPACT	36	NA	12	NA	NA	NA	NA
Compressor - All others	12	NA	12	NA	NA	NA	NA
Controller - All Others	12	12	12	NA	NA	NA	NA
Suspended Coil (Levitor)	NA	NA	NA	NA	NA	36	NA

This Warranty Schedule is an integral part of Krack Corporation's Limited Warranty (February, 2007) and is subject to the terms and conditions set forth therein.

TERMS:

1. Number of months from the date of original installation. Not to exceed an additional 3 months from the date of factory shipment.
2. Extended compressor warranties for up to 60 months are available for purchase.
3. Krack does not warrant any coil of the Suspended Coil (Levitor) that has been used as a fluid cooler and that has been damaged due to the improper operation and maintenance of the fluid contained within the coil.