



4492 Hunt Street  
 Pryor, Oklahoma 74361  
**918.825.7222**  
 rae-corp.com



## RAE Corporation Coils Express Limited Warranty

Subject to the terms, limitations, and disclaimer provisions set forth herein, RAE Corporation, and its divisions, hereinafter referred to as RAE, warrants to the original Purchaser that products manufactured by RAE Corporation shall be free from defects in material and workmanship under normal use. This warranty as to material and workmanship shall extend for a period of 12 months from date of shipment from RAE Corporation's plant.

This warranty is issued only to the original Purchaser, or to a single Bearer (User) authorized in writing by the original Purchaser on RAE's approved form and in accordance with the instructions therein, and may not be transferred to subsequent purchasers. Thereafter, this warranty is not transferable, applies only to a coil installed within the United States of America, its territories or possessions, and Canada, and is in lieu of all other warranties expressed or implied. RAE neither assumes, nor authorizes, any other person to assume for RAE any liabilities not herein stated.

It is agreed that in the event of breach of any of the express warranties described herein, the liability of RAE shall be limited to repairing or replacing the non-conforming goods, or, in RAE's sole discretion, repayment to the Purchaser of the net factory sales price paid upon return to RAE of the non-conforming goods. RAE will repair or replace, free of cost to Purchaser-User, F.O.B. factory, any part or parts that in RAE's judgment is defective. Upon RAE authorization, the said part or parts should be returned to RAE for inspection and judgment. Freight costs and procedures are dependent on the nature of the return process and are explained at the time of the return transaction. RAE assumes no responsibility for the expense of labor, materials, or incidental costs necessary to remove or reinstall a defective part or install repaired or new parts.

The Express Limited Warranty is subject to the terms and conditions described herein.

### 1. General Disclaimers and Limitations on Warranty

RAE CORPORATION MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES IT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY RAE CORPORATION OR THE USE THEREOF EXCEPT AS IS SPECIFICALLY SET FORTH ON THE FACE HEREOF. THIS WARRANTY, WHICH IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED CONSTITUTES THE ONLY WARRANTY MADE BY THE SELLER.

**THIS LIMITED WARRANTY DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF ANY MISUSE, NEGLIGENCE, OR USE OF THE COIL OUTSIDE OF THE PURPOSES OR PARAMETERS FOR WHICH THE COIL WAS DESIGNED.**

RAE CORPORATION SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES. RAE CORPORATION MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO 'CONSUMERS' AS THAT TERM IS DEFINED IN SEC. 101 OF PUBLIC LAW 93-637, THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT.

RAE CORPORATION SHALL NOT BE LIABLE FOR ANY DAMAGE OR DELAYS OCCURRING IN TRANSIT, FOR ANY DEFAULT OR DELAYS IN PERFORMANCE CAUSED BY ANY CONTINGENCY BEYOND ITS CONTROL INCLUDING WAR, GOVERNMENT RESTRICTIONS OR RESTRAINTS, STRIKES, SHORT OR REDUCED SUPPLY OF RAW MATERIALS, FIRE, FLOOD OR OTHER ACTS OF GOD, NOR FOR DAMAGE OR LOSS OF ANY PRODUCTS, REFRIGERANT, PROPERTY, LOSS OF INCOME OR PROFIT DUE TO MALFUNCTIONING OF SAID UNIT.

**ANY AND ALL CONTROVERSIES, ISSUES, CLAIMS OR DISPUTES RELATING TO THIS PURCHASE AND SALE TRANSACTION, INCLUDING BUT NOT LIMITED TO, ANY CONTROVERSIES, ISSUES, CLAIMS AND DISPUTES CONCERNING THE INTERPRETATION OR ENFORCEMENT OF ANY WARRANTY ( OR ANY LIMITATION OR OTHER ASPECT THEREOF), SHALL BE GOVERNED BY OKLAHOMA LAW.**

THE LIABILITY OF RAE, OR ANY OF ITS SUBSIDIARIES AND AFFILIATES, OR ANY OF THEIR EMPLOYEES, OFFICERS,

MANAGERS, DIRECTORS, RESELLERS, SUPPLIERS, PARTNERS, AGENTS AND DISTRIBUTORS ARISING FROM THE SALE OF THE PRODUCT OR UNDER THE TERMS OF THIS WARRANTY SHALL NOT IN ANY CASE EXCEED THE NET FACTORY SALE PRICE (NFSP) OF THE ORIGINAL PRODUCT ORDER.

## **2. Specific Limitations to Warranty Parts Only**

### **Parts Only**

This warranty is limited to repair or replacement of defective parts only and does not include labor. RAE, at its sole discretion, may preauthorize the inclusion of limited labor expense for one person to perform the act of repair. No claim for labor charges will be allowed without a written preauthorization from RAE.'s Service Department. Prior written approval from RAE is required. In the event RAE has authorized the customer to purchase replacement parts for any warranted parts; and, such replacement parts must be obtained directly from RAE, or one of RAE's manufacturer's representatives. Claims for replacement parts obtained locally will be disallowed unless accompanied by a RAE purchase order for such replacement parts. RAE, at its sole discretion, may offer coverage of locally bought parts and materials "at cost" when supplied with actual receipts for the purchase price of the parts. Purchase orders for replacement coils, provided by the original Purchaser, may be required until a warranty inspection and judgement have been completed. Orders for warranty replacement parts will be shipped ground transportation prepaid using the most appropriate transportation method. Any premium transportation service will be at the cost of the requestor.

### **Export Equipment**

Equipment exported outside the United States will be covered under the same parts only warranty as non-exported equipment; provided that all warranty transactions must take place within the territorial United States. Parts covered under warranty must be paid for in advance of any parts shipment. The customer will be reimbursed upon return of the warranty part and after the part has been inspected and determined defective. All exporting paperwork and shipping costs, including crating and customs fees or other export costs, will be the responsibility of the party ordering the part.

### **Initial Inspection**

RAE will not be responsible for shipping damage, or for parts lost in transit, or for any claims of concealed damage. It is the responsibility of the receiving party to thoroughly inspect the equipment upon delivery for damage, or dry nitrogen pressure loss in transit, and to verify that any loose parts have been included in the shipment. The bill of lading will indicate if parts are shipped loose in the coil. If damage is noted at the time of receipt, it is the responsibility of the receiving party to reject the shipment. If shipping damage has occurred, or loose parts are missing, and the receiving party accepts the shipment, the receiving party must resolve the issue through the claim process with the company transporting the coil(s).

## **3. Notice to RAE Corporation**

To contact and/or notify RAE Corporation Service Department, the following contact information must be used:

**Address: 4492 Hunt St, Pryor, OK 74361**

**Office Phone: 918-825-7222**

**F: 918-471-2944**

**After Hours Emergency Cell Phone: 918-633-2838**

**Email: [service@rae-corp.com](mailto:service@rae-corp.com)**