



## **PORTACOOOL™ EVAPORATIVE COOLER LIMITED WARRANTY INFORMATION - Exhibit C**

### **ONE YEAR WARRANTY**

For one (1) year from date of purchase, Portacool, LLC (hereafter "Portacool") warrants any original component part or parts of its Portacool 510 and Cyclone™ series portable evaporative coolers (the "Equipment") that are found, upon examination by factory-authorized personnel, to be defective in material or workmanship.

If the Equipment and/or its original component parts, develop a defect covered by this limited warranty within the applicable time periods described above, the same may be repaired by the customer after receiving the appropriate parts from Portacool or entirely replaced with a new product of the same by Portacool at the option of Portacool.

All transportation charges for shipment of the Equipment and/or its component parts that are submitted for replacement or repair under this warranty must be borne by the purchaser.

This warranty is void if: i) the Equipment and/or its component parts are found to have been misused, abused, repaired by or tampered with by unqualified personnel; ii) any of the product's component parts have been replaced with parts that were not authorized Portacool replacement parts; iii) the product has been modified in any way (other than repairs made by qualified individuals with Portacool replacement parts); iv) the product has not been appropriately registered by its original purchaser; or v) the customer cannot show proof of purchase as the product's original owner.

### **THREE YEAR WARRANTY**

For three (3) years from date of purchase, Portacool, LLC (hereafter "Portacool") warrants any original component part or parts of its Portacool Apex™ and Jetstream™ series portable evaporative coolers (the "Equipment") that are found, upon examination by factory-authorized personnel, to be defective in material or workmanship.

If the Equipment and/or its original component parts, develop a defect covered by this limited warranty within the applicable time periods described above, the same may be repaired by the customer after receiving the appropriate parts from Portacool or entirely replaced with a new product of the same by Portacool at the option of Portacool.

All transportation charges for shipment of the Equipment and/or its component parts that are submitted for replacement or repair under this warranty must be borne by the purchaser.

This warranty is void if: i) the Equipment and/or its component parts are found to have been misused, abused, repaired by or tampered with by unqualified personnel; ii) any of the product's component parts have been replaced with parts that were not authorized Portacool replacement parts; iii) the product has been modified in any way (other than repairs made by qualified individuals with Portacool replacement parts); iv) the product has not been appropriately registered by its original purchaser; or v) the customer cannot show proof of purchase as the product's original owner.

## **FIVE YEAR WARRANTY**

For five (5) years from date of purchase, Portacool, LLC (hereafter "Portacool") warrants any original component part or parts of its Portacool Hurricane™ series portable evaporative coolers (the "Equipment") that are found, upon examination by factory-authorized personnel, to be defective in material or workmanship.

If the Equipment and/or its original component parts, develop a defect covered by this limited warranty within the applicable time periods described above, the same may be repaired by the customer after receiving the appropriate parts from Portacool or entirely replaced with a new product of the same by Portacool at the option of Portacool.

All transportation charges for shipment of the Equipment and/or its component parts that are submitted for replacement or repair under this warranty must be borne by the purchaser.

This warranty is void if: i) the Equipment and/or its component parts are found to have been misused, abused, repaired by or tampered with by unqualified personnel; ii) any of the product's component parts have been replaced with parts that were not authorized Portacool replacement parts; iii) the product has been modified in any way (other than repairs made by qualified individuals with Portacool replacement parts); iv) the product has not been appropriately registered by its original purchaser; or v) the customer cannot show proof of purchase as the product's original owner.

## **LIFE TIME WARRANTY**

Notwithstanding anything herein to the contrary, Portacool warrants the housings for the full lifetime for each of the following products: Apex 500, 700, 1200, 2000, 4000 and 6500; Cyclone 110, 120, 130, 140 and 160; Jetstream 220, 230, 240, 250, 260 and 270; Hurricane 360 and 370; and Hazardous Location 260 and 270 only to the extent a housing is found, upon examination by factory-authorized personnel, to be defective in material or workmanship. This Lifetime Warranty on product housings is void if the housing is found upon examination by Portacool to have been misused, abused or otherwise tampered with by unqualified personnel. The Lifetime Warranty on product housings does not cover ordinary wear and tear and is non-transferrable.

**PORTACOOOL LIMITATION OF LIABILITY IN THE CASE OF A BREACH OF ANY IMPLIED OR WRITTEN WARRANTY RELATING TO THE EQUIPMENT AND/OR ITS COMPONENT PARTS, PORTACOOOL SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE LIMITS OF LIABILITY AGAINST PORTACOOOL FOR ANY SUCH BREACH SHALL NOT EXCEED THE COST OF REPLACEMENT OR REPAIR OF THE EQUIPMENT.**