

ICOR INTERNATIONAL

Producers and distributors of environmentally safe refrigerants

PRODUCT WARRANTY for refrigerant products (the "Product")

ICOR International, In. ("ICOR") warrants to its own customer who purchases the Product from ICOR (the Buyer) that the Product will be free from defects and will be manufactured in accordance with ARI Standard 700-99 for:

- (1) A period of (18) months from the date the Product is packaged by ICOR (as determined by ICOR's date code on the refrigerant cylinder);
- (2) A period of (12) months from the date the Product is placed in an air conditioning or refrigeration system (a "System"); or
- (3) If the Product is placed in the air conditioning System that is installed on a motor vehicle (a "mobile System"),
12,000 miles of use of the vehicle on the system installed,

whichever period ends first. However this warranty terminates when the System in which the Product is installed is no longer owned by the person who was owner at the time the Product was placed in the System.

This warranty does not apply to any Product that has been (a) improperly stored, maintained, or used, (b) used under improper conditions, (c) used in violation of any applicable federal, state, or local statute, regulation or agency recommendation, (d) altered, or (e) damaged. This warranty does not apply if there are free chemicals in the System or the Product is in a corrosive atmosphere. This warranty does not apply to any Product whose serial number has been altered, defaced, or removed.

Except as stated below with respect to Product placed in System the sole and exclusive remedy for a breach of this warranty is replacement for Product, or credit for the purchase price paid by Buyer for the Product (at ICOR's option). To obtain warranty consideration, Buyer must contact ICOR's Customer Service Warranty Service with the refrigerant cylinder date code for the Product and the cylinder Julian date code from the cylinder top (e.g., "P____"). If ICOR determines that the Product is covered by this warranty, ICOR will instruct Buyer whether to dispose of or return the Product and will instruct Buyer as to the handling of recovered Product. If instructed to do so, Buyer must return Product to ICOR (freight and postage prepaid).

P.O. Box 36626 10640 East 59th Street Indianapolis. IN 46236 U.S.A.
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All Products that are replaced become the property of ICOR. Returned Products that are not replaced because this warranty does not apply will become the property of ICOR and will not be returned to the Buyer unless the Buyer requests return and pays for all shipping expenses. Products that are replaced will be shipped to Buyer FOB Indianapolis.

If a System is damaged by Product that is covered by this warranty, ICOR will reimburse Buyer or a mechanic who purchased the Product from Buyer and placed it in the System (each being referred to in this paragraph as a "Claimant") for actual parts and labor costs (to the extent such costs are reasonable and customary) incurred by the Claimant for the repair of any System component that is damaged as a direct result of the Product's failure to conform this warranty. ICOR will not reimburse the Claimant if ICOR determines that the damage occurred as a result of normal wear, operation of the System under unusual conditions, operation or maintenance of the System in a manner that does not conform to the manufacturer's recommendation or to industry standards, or any reason other than failure of the Product to conform to this owner or operator of the vehicle or equipment on which the System is installed. To be eligible for reimbursement, the Claimant must obtain authorization from ICOR before performing the repairs. To seek authorization, the Claimant must (1) contact ICOR Customer Warranty Service for a Warranty Claim Form; (2) submit the completed Warranty Claim Form to ICOR with (a) maintenance records for the System, (b) a sample of the lubricant from the System compressor, (c) sample of the Product from the System, (d) the originating cylinder, (e) the refrigerant cylinder date code for the Product and the Julian date code from the cylinder top, (f) an itemized statement of the costs to be reimbursed; and (3) documentation of the date of the Product was placed in the System.

ICOR will notify the Claimant of whether the repairs are authorized for reimbursement. ICOR WILL NOT REIMBURSE A CLAIMANT FOR ANY REPAIR, COST OR EXPENSE THAT IT HAS NOT AUTHORIZED FOR REIMBURSEMENT.

Except as stated above, ICOR DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ICOR shall have no liability to Buyer, and Claimant, or any purchaser from any Claimant, for damages of any kind, including without limitation, incidental or consequential damages. No warranty, express, or implied, is extended to any person other than Buyer. This warranty is not assignable, except the Buyer may assign this warranty to a mechanic who purchases the Product for replacement in a System.

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