

LIMITED WARRANTY AND WARRANTY SERVICE AND RETURN POLICY EXPRESS WARRANTY

The warranty obligations of Tennessee Chill Box, LLC, are limited to the terms set forth below:

All products, equipment and parts (collectively "Product" or "Products") sold by Tennessee Chill Box, LLC, either directly to its customers, or indirectly from its suppliers or distributors to their customers, are warranted, to the original end-user purchaser who/that receives the original, unaltered Product ("Purchaser"), to be free from defects in workmanship and materials under normal use for **one (1) year limited warranty** from the date of sale to the Purchaser, when installed properly and used normally and in accordance with written operation instructions, if any ("Limited Warranty") ("Warranty Period"). No other express or implied warranty is given, and no affirmation of Tennessee Chill Box, LLC, by words or action, will constitute a warranty. Tennessee Chill Box will **REPLACE or REPAIR** the system if under the warranty period and system found to be a manufacturer issue. There are no REFUNDS on systems given.

This Limited Warranty is conditioned upon proper use of the Product by Purchaser. This Limited Warranty does not apply to or cover: (a) defects or damage caused by or resulting from external causes including, but not limited to accident, carrier handling, improper packaging in shipment, abuse, misuse, neglect, unusual physical stress, cosmetic damage, flood, fire, earthquake, or other natural disasters; (b) normal wear and tear; (c) any modification of any part of the Product; (d) damage caused by using the Product outside the permitted or intended uses described by Tennessee Chill Box, LLC, or written instructions; (e) malfunctions resulting from the use of the Product in conjunction with accessories, products or ancillary/peripheral equipment not furnished or approved by Tennessee Chill Box, LLC, (f) defects or damage caused by installation and/or service performed by anyone who is not authorized by Tennessee Chill Box, LLC. Tennessee Chill Box reserves the right to determine if the system has acquired internal or external damage due to shipping, this is not covered under warranty. Please contact Distributor or original shipper to file a claim.

It is the responsibility of the Purchaser to always place the unit in **BREATHABLE GRADE** 1(0" **AIR**, an environment where the ambient air is not harmful in any way to the user and used in accordance with the directions enclosed with the Product.

No Tennessee Chill Box, LLC, supplier, distributor, officer, agent and employee is authorized to make any modification, extension, change or amendment to this Limited Warranty without the express prior written consent and authorization by the Owner of Tennessee Chill Box, LLC.

Tennessee Chill Box, LLC, reserves the right to make any improvements or changes to its Products at any time, without incurring any obligation to Purchasers, suppliers, distributors or

Customers who had previously purchased the Product directly or indirectly from Tennessee Chill Box, LLC.

www.TennesseeChillBox.com • (423) 710-1476 9909 Blue Springs Road, Harrison, Tennessee 37341



EXCEPT AS SET FORTH IN THE EXPRESS WARRANTY CONTAINED HEREIN, THE PURCHASER TAKES THE PRODUCT "AS IS." THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BEYOND THOSE STATED IN THIS LIMITED WARRANTY STATEMENT. TENNESSEE. CHILL BOX, LLC, DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY OF THE PRODUCT AND THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

NOTHING CONTAINED IN ANY WRITTEN INSTRUCTIONS OR WRITTEN INSTRUCTION OR OPERA-TION MANUEL OR CATALOG SHALL BE CONSTRUED TO CREATE A WARRANTY OF ANY KIND WHAT-SOEVER WITH RESPECT TO THE PRODUCT.

IN ADDITION, TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, TENNESSEE CHILL BOX, LLC, SHALL NOT BE LIABLE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY OF ANY KIND, OR FROM ANY LOSS OF TIME, INCONVENIENCE, OR LOSS OF USE, INCLUDING ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THE USE, INSTALLATION AND/OR PERFORMANCE OF THE PRODUCT OR PRODUCTS, WHETHER SUFFERED BY THE SUPPLIER, DISTRIBUTOR, CUSTOMER, PURCHASER OR ANY OTHER PARTY, AND REGARDLESS OF THE LEGAL THEORY UPON WHICH THE CLAIM IS BASED, EVEN IF TENNESSEE CHILL BOX, LLC, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT OTHERWISE LIMITING THE FOREGOING, IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST TENNESSEE CHILL BOX, LLC, BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT. THIS WARRANTY GIVES YOU LIMITED SPECIFIC LEGAL RIGHTS.

Warranty Service and Return Policy during Warranty Period

It is NOT a warranty issue if the unit shows visible damage to the exterior or interior components/ and/or system and the proper maintenance has not been maintained correctly on the system. It is NOT a warranty issue if damaged during shipping process and/or damaged coils are visible with possible leakage throughout the compartments, causing the unit not to perform properly.

The following requirements must be followed before returning the Product to Tennessee Chill Box:

- 1. All Purchasers must obtain an (RMA#) Return Merchandise Authorization Number, before returning the Product for any service including warranty. Tennessee Chill Box, LLC, will refuse to accept any Product returned that does not have the RMA# clearly marked on the outside of the package or box. The Purchaser may obtain this RMA# by telephoning Tennessee Chill Box's Customer Service number @ 423-710-1476, or written request to Tennessee Chill Box, LLC, 9909 Blue Springs Rd, Harrison, Tennessee 37341. All warranties are VOID, if any tampering or obstruction occurs to the Product.
- 2. Upon Tennessee Chill Box's issuance of RMA# to a Purchaser, the Purchaser must decontaminate and clean Product to remove any hazardous materials which may have settled on the Product during use. Tennessee Chill Box, LLC, reserves the right to refuse, and will refuse, to accept the Product suspected of being contaminated and/or containing any dangerous chemical(s) or material(s) and will return the Product to the Purchaser, freight collect.



3. All Purchasers must return the product to Tennessee Chill Box, LLC, shipper is responsible for return shipping to manufacturer, prepaid, with the RMA# clearly marked on the outside of the box or package. The Product to be returned should be returned in its original Product packaging materials or equivalent, and be well padded, to prevent damage when in transit, and should be adequately insured by Purchaser. All Purchasers must bear the risk of loss of the Product during transit from Purchaser to Tennessee Chill Box, LLC. Inside the Product's package, please enclose your name, address, and telephone number, and a description of the problem.

Upon Tennessee Chill Box's receipt of the returned item from the Purchaser that meets the above requirements, Tennessee Chill Box, LLC, will determine in its sole discretion whether the Product is defective. If Tennessee Chill Box, LLC, determines that the Product is NOT defective and/or does not meet the terms of this Limited Warranty, Tennessee Chill Box, LLC, will return the Product to the Purchaser, freight collect. If Tennessee Chill Box, LLC, determines that the Product is defective, Tennessee Chill Box, LLC, will determine in its sole discretion whether to REPAIR or REPLACE the defective Product covered by this Limited Warranty. THERE ARE NO REFUNDS GIVEN ON EQUIPMENT.

Each Purchaser's sole and exclusive remedy for defects in the Product covered by this Limited Warranty is limited to Tennessee Chill Box's correction of the defect by repair or replacement.

Warranty Terms

This Limited Warranty represents the complete and exclusive agreement covering this subject matter between Tennessee Chill Box, LLC, and Purchaser and supersedes any prior agreements and/or communications regarding the subject matter hereof. The terms of this Limited Warranty shall be governed and construed in accordance with the laws of the State of Tennessee. Each Purchaser purchasing the Product from Tennessee Chill Box, LLC, directly or indirectly, shall be deemed to consent and submit to the jurisdiction of the state court of Tennessee. If any term or provision contained in this Limited Warranty is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining terms and provisions of this Limited Warranty shall not be impaired. This Limited Warranty shall not extend to anyone other than the original Purchaser of the product and shall be the Purchaser's exclusive remedy. Each Purchaser acknowledges that this Limited Warranty will always be construed to be limited by its terms to the greatest extent as the law permits.

Shipping Damages: **Are not classified as warranty issues and will not be covered under the Tennessee Chill Box warranty**. You are required to inspect all packages and within 24 hours of receiving your merchandise for any visible damage that may have occurred. Also start your equipment up to inspect for operating damages that may have occurred during shipment. Contact the manufacturer or distributor immediately if any damages seem apparent.

TENNESSEE CHILL BOX, LLC sales@tennesseechillbox.com 423-710-1476 Office 239-322-2103 Operations