



# **COONEY ENGINEERED SOLUTIONS**

## **Expressed Limited Warranty on Seller Products**

**610.783.1136**

**COONEYENGINEEREDSOLUTIONS.COM**



## 1. COONEY ENGINEERED SOLUTIONS - EXPRESS LIMITED WARRANTY ON SELLER PRODUCTS



SUBJECT TO THE TERMS, LIMITATIONS, AND DISCLAIMER PROVISIONS SET FORTH HEREIN, COONEY COIL AND ENERGY, INC., COONEY ENGINEERED SOLUTIONS, COONEY RAIL SYSTEMS, COONEY TECHNOLOGIES AND ANY AFFILIATED ENTITIES OR NAMES (TOGETHER, OR INDIVIDUALLY AS APPLICABLE, "SELLER") WARRANTS TO THE ORIGINAL PURCHASER THAT PRODUCTS MANUFACTURED BY OR FOR SELLER AND SOLD UNDER SELLER'S LABEL ("SELLER PRODUCTS") SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL INSTALLATION, USE AND CARE. THIS EXCLUSIVE LIMITED WARRANTY SHALL EXTEND FOR A PERIOD OF 12 MONTHS AFTER DATE OF SHIPMENT FROM SELLER (THE "WARRANTY PERIOD").

BECAUSE SELLER SELLS SELLER PRODUCTS AND ALSO SERVES AS A RE-SELLER OF PRODUCTS MANUFACTURED BY THIRD-PARTIES AND SOLD UNDER THE LABELS OF THIRD-PARTIES (IN EACH CASE, A "THIRD-PARTY PRODUCT"), PURCHASERS OF THIRD-PARTY PRODUCTS ARE HEREBY NOTIFIED THAT SELLER PROVIDES NO SELLER WARRANTY (EXPRESS OR IMPLIED) FOR ANY THIRD-PARTY PRODUCTS IF ANY WARRANTY (EXPRESS OR IMPLIED) FOR SUCH THIRD-PARTY PRODUCT IS PROVIDED BY OR BINDING UPON SUCH THIRD PARTY. SELLER SHALL ONLY FACE LIABILITY OR OBLIGATION DURING THE WARRANTY PERIOD FOR SELLER PRODUCTS IN ACCORDANCE WITH SELLER'S LIMITED WARRANTY. SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER RELATED TO ANY SELLER PRODUCT AFTER EXPIRATION OF THE WARRANTY PERIOD, UNDER ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR UNDER ANY OTHER CLAIM WHATSOEVER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, OR FOR THIRD-PARTY PRODUCTS AT ANY TIME, REGARDLESS OF THE EXISTENCE OR NON-EXISTENCE OF OTHER WARRANTIES. THE SOLE LEGAL OR EQUITABLE RECOURSE FOR PURCHASERS OF THIRD-PARTY PRODUCTS SHALL BE AGAINST SUCH THIRD PARTY AND SHALL BE GOVERNED BY ANY WARRANTIES OR OTHER TERMS OR CONDITIONS, IF ANY, PROVIDED BY OR BINDING UPON SUCH THIRD PARTIES WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS. NOTWITHSTANDING THE FOREGOING DISCLAIMER, SELLER, AS PART OF ITS CUSTOMER SERVICE CUSTOMARILY ENDEAVORS TO PROVIDE COMMERCIALY-REASONABLE GUIDANCE AND ASSISTANCE TO PURCHASER IN ENFORCING ITS RIGHTS UNDER WARRANTIES COVERING THIRD PARTY PRODUCTS.

SELLER'S LIMITED WARRANTY IS ISSUED, AND ANY LIABILITY OR OBLIGATION OF SELLER IS, ONLY TO THE ORIGINAL PURCHASER AND IS INTENDED SOLELY FOR THE BENEFIT OF THE ORIGINAL PURCHASER OF THE PRODUCTS FROM SELLER. SELLER'S LIMITED WARRANTY IS NOT TRANSFERABLE, APPLIES ONLY TO A PRODUCT INSTALLED AND USED WITHIN THE UNITED STATES OF AMERICA AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ALL OF WHICH OTHER WARRANTIES ARE HEREBY DISCLAIMED FOR ALL PURPOSES AND EFFECTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SELLER OR ITS AGENTS OR AFFILIATES, ANY LIABILITIES NOT EXPRESSED IN THIS THIS WRITING.

It is agreed that in the event of breach of any warranty obligation of Seller, the liability of Seller shall be limited to repairing or replacing any non-conforming products, or, in Seller's sole discretion, repayment to the Purchaser of the purchase price paid upon return to Seller of the defective or non-conforming products. Seller will repair or replace, free of cost to Purchaser-User, F.O.B. Seller's location, any part or parts that in Seller's judgment is defective or non-conforming. Upon Seller authorization, the said part or parts should be returned to Seller, transportation prepaid, for inspection and judgment. Seller assumes no responsibility or liability for the expense of labor, materials, or incidental costs necessary to remove a defective part or install repaired or new parts.



Seller's Express Limited Warranty is subject to the terms and conditions described herein. This Express Limited Warranty cannot be supplemented, superseded, amended, replaced or otherwise modified and any statement to the contrary, whether verbal or in writing, shall be deemed null and void for all purposes and effects unless provided in a writing provided by an authorized officer or director of Seller. This Express Limited Warranty may be updated from time to time and will be deemed effective for products and binding on Seller and Purchaser 30 days after distribution to Purchasers or Publication on Seller's website at <https://cooneycoil.com/resources/>.

## 2. GENERAL DISCLAIMERS AND LIMITATIONS ON WARRANTY

SELLER MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES IT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY SELLER OR THE USE THEREOF EXCEPT AS IS SPECIFICALLY SET FORTH ON THE FACE HEREOF OR WRITTEN ON THE PRODUCT ITSELF. SELLER'S LIMITED WARRANTY, WHICH IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED CONSTITUTES THE ONLY WARRANTY MADE BY THE SELLER, OR FOR WHICH SELLER SHALL BE LIABLE IN ANY WAY OR FOR ANY PURPOSE. THE LIMITATIONS ON SELLER'S LIMITED WARRANTY SHALL BE EFFECTIVE NOTWITHSTANDING ANY CLAIM IT OR A PRODUCT FAILS IN ITS ESSENTIAL PURPOSE.

THIS LIMITED WARRANTY DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF IMPROPER HANDLING, STORAGE OR INSTALLATION, OR ANY ABUSE, MISUSE, NEGLIGENCE OR ALTERATION, OR USE OF THE PRODUCT OUTSIDE OF THE PURPOSES OR PARAMETERS FOR WHICH THE PRODUCT WAS DESIGNED. THE FOREGOING VOIDS SELLER'S WARRANTY IN ITS ENTIRETY.

SELLER SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO 'CONSUMERS' AND HEREBY DISCLAIMS ALL LIABILITY PURSUANT TO THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (PUTPCPL), 73 P.S. §§ 201-1 TO 201-9.3, THE FEDERAL MAGNUSON-MOSS WARRANTY- IMPROVEMENT ACT, 15 U.S.C. § 8201, ET. SEQ., OR OTHER LAWS THAT MAY APPLY TO PURCHASERS OR SELLER FROM JURISDICTION TO JURISDICTION, TO THE EXTENT SUCH DISCLAIMERS ARE PERMITTED BY AND EFFECTIVE UNDER APPLICABLE LAW.

SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR DELAYS OCCURRING IN TRANSIT, FOR ANY DEFAULT OR DELAYS IN PERFORMANCE CAUSED BY ANY ACT, CAUSE, EVENT OR CONTINGENCY BEYOND SELLER'S REASONABLE 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 DEFECT OR FAILURE OF A PRODUCT.

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 PENNSYLVANIA LAW, WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES.



### 3. Specific Limitations to Warranty

#### Parts Only

Seller's limited warranty obligations are limited to repair or replacement of defective parts only. Labor or service costs, including cost for removing or installing parts, and any shipping charges are expressly excluded from this limited warranty unless otherwise agreed in writing by Seller. Seller, at its sole discretion, may preauthorize the inclusion of labor expense. No claim for labor charges will be allowed without a written preauthorization from Seller's service department. Prior written approval from Seller is required to purchase replacement parts for any warranted parts; and, in the event Seller has authorized the Purchaser to purchase directly any replacement parts, such replacement parts must be obtained directly from, and installed by, Seller or a third-party designee approved in advance by Seller. Claims for replacement parts obtained or installed by Purchaser will be disallowed unless accompanied by a copy of Seller's written approval. Preapproved orders for warranty replacement parts will be shipped F.O.B. Seller's location by ground transportation using the most appropriate transportation method. Any premium transportation service will be at the cost of the requestor.

#### Export Products

Products exported outside the United States will be covered under the same parts only warranty as non-exported Products; 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 claimed to be defective has been inspected and determined defective. All exporting paperwork and shipping costs, including crating, will be the responsibility of the party ordering the part.

#### Initial Inspection

Seller 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 Products upon delivery for damage or loss, including without limitation 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 unit. If shipping damage has occurred, or loose parts are missing, the Purchaser or other receiving party must resolve the issue through the claim process with the company responsible for transporting the Products.

### 4. Applicable Law and Notice to Seller

To contact and/or notify Seller Service Department of any defect, non-conformity or warranty-related claim or issue, the following contact information must be used: Cooney Coil & Energy, Inc., Valley Forge Towers, Building, 2000 20130 Valley Forge Circle, King of Prussia, PA 19406; Telephone: 610 783-1136, Facsimile: 610 783-1139; electronic mail: [info@cooneycoil.com](mailto:info@cooneycoil.com), with confirmation of receipt by Seller. This limited warranty shall be interpreted and enforced, and sale of Products by Seller shall be governed in all respects, by the laws of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles. In the event a court shall determine any provision hereof is unenforceable in accordance with its terms, such provision shall be deemed to be modified to the nearest meaning which the court shall find enforceable. Any conflicts or disputes between the parties in connection herewith shall be subject to the exclusive jurisdiction of the state and federal courts within Montgomery County in the Commonwealth of Pennsylvania and the parties submit to the jurisdiction of such courts.



# **COONEY ENGINEERED SOLUTIONS**

## **Cooney Freeze Block™ Express Limited Warranty**

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1. COONEY ENGINEERED SOLUTIONS – COONEY FREEZE BLOCK® EXPRESS LIMITED WARRANTY SUBJECT TO THE TERMS, LIMITATIONS, AND DISCLAIMER PROVISIONS SET FORTH HEREIN, COONEY COIL AND ENERGY, INC., COONEY ENGINEERED SOLUTIONS, COONEY RAIL SYSTEMS AND COONEY TECHNOLOGIES (TOGETHER, OR INDIVIDUALLY AS APPLICABLE, “SELLER”) WARRANTS TO THE ORIGINAL PURCHASER THAT COONEY FREEZE BLOCK® COILS (TOGETHER “PRODUCTS” AND EACH A “PRODUCT”) (A) SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND (B) SHALL NOT BE DAMAGED BY THE EFFECTS OF FREEZING, IN EACH CASE (A) OR (B) UNDER NORMAL INSTALLATION, USE AND CARE. THE FOREGOING EXCLUSIVE LIMITED WARRANTIES SHALL IN THE CASE OF (A) MATERIALS AND WORKMANSHIP EXTEND FOR A PERIOD OF 12 MONTHS AFTER DATE OF SHIPMENT FROM SELLER, AND IN THE CASE OF (B) NO FREEZE-RELATED DAMAGE TO PRODUCT SHALL EXTEND FOR A PERIOD OF 30 MONTHS AFTER DATE OF SHIPMENT FROM SELLER (IN EITHER CASE, AS APPLICABLE, THE “WARRANTY PERIOD”).

SELLER SHALL ONLY FACE LIABILITY OR OBLIGATION DURING THE WARRANTY PERIOD FOR PRODUCTS IN ACCORDANCE WITH SELLER’S LIMITED WARRANTY. SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER RELATED TO ANY PRODUCT AFTER EXPIRATION OF THE EXTENDED WARRANTY PERIOD, UNDER ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR UNDER ANY OTHER CLAIM WHATSOEVER, WHETHER IN CONTRACT OR TORT OR OTHERWISE.

SELLER’S LIMITED WARRANTY IS ISSUED, AND ANY LIABILITY OR OBLIGATION OF SELLER IS, ONLY TO THE ORIGINAL PURCHASER AND IS INTENDED SOLELY FOR THE BENEFIT OF THE ORIGINAL PURCHASER OF THE PRODUCTS FROM SELLER. SELLER’S LIMITED WARRANTY IS NOT TRANSFERABLE, APPLIES ONLY TO A PRODUCT INSTALLED AND USED WITHIN THE UNITED STATES OF AMERICA AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR PARTICULAR PURPOSE, ALL OF WHICH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED FOR ALL PURPOSES AND EFFECTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SELLER OR ITS AGENTS OR AFFILIATES, ANY LIABILITIES NOT EXPRESSED IN THIS THIS WRITING.

The Purchaser is solely responsible for the determining whether a product purchased from Seller is suitable for the Purchaser’s needs or applications. Although Seller may be asked to provide opinions or other information about the Product in a proposed application or make opinions or other information available from time to time, Seller will not, by responding to requests for or otherwise providing opinions or other information, assume any responsibility for the design or suitability of the Product in Purchaser’s proposed application, the Purchaser’s methods, processes or products, supplement any opinions or information provided or to make further information available.

It is agreed that in the event of breach of any warranty obligation of Seller, the liability of Seller shall be limited to repairing or replacing any non-conforming products, or, in Seller’s sole discretion, repayment to the Purchaser of the purchase price paid upon return to Seller of the defective or non-conforming products. Seller will repair or replace, free of cost to Purchaser-User, F.O.B. Seller’s location, any part or parts that in Seller’s judgment is defective or non-conforming. Upon Seller authorization, the said part or parts should be returned to Seller, transportation prepaid, for inspection and judgment. Seller assumes no responsibility or liability for the expense of labor, materials, or incidental costs necessary to remove a defective part or install repaired or new parts.

Seller's Express Limited Warranty is subject to the terms and conditions described herein. This Express Limited Warranty cannot be supplemented, superseded, amended, replaced or otherwise modified and any statement to the contrary, whether verbal or in writing, shall be deemed null and void for all purposes and effects unless provided in a writing provided by an authorized officer of director of Seller. This Express Limited Warranty may be updated from time to time and will be deemed effective for products and binding on Seller and Purchaser 30 days after distribution to Purchasers or Publication on Seller's website at <https://cooneycoil.com/resources/>.



## **2. GENERAL DISCLAIMERS AND LIMITATIONS ON WARRANTY**

**SELLER MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES IT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY OR ON BEHALF OF SELLER OR THE USE THEREOF EXCEPT AS IS SPECIFICALLY SET FORTH ON THE FACE HEREOF OR WRITTEN ON THE PRODUCT ITSELF. SELLER'S LIMITED WARRANTY, WHICH IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED CONSTITUTES THE ONLY WARRANTY MADE BY THE SELLER, OR FOR WHICH SELLER SHALL BE LIABLE IN ANY WAY OR FOR ANY PURPOSE. THE LIMITATIONS ON SELLER'S LIMITED WARRANTY SHALL BE EFFECTIVE NOTWITHSTANDING ANY CLAIM IT OR A PRODUCT FAILS IN ITS ESSENTIAL PURPOSE.**

**THIS LIMITED WARRANTY DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF IMPROPER HANDLING, STORAGE OR INSTALLATION, OR ANY IMPROPER USE, ABUSE, MISUSE, NEGLIGENCE, TAMPERING, ALTERATION OR REPAIR OTHER THAN SELLER OR SELLER'S DESIGNEE, OR USE OF THE PRODUCT OUTSIDE OF THE PURPOSES OR PARAMETERS FOR WHICH THE PRODUCT WAS DESIGNED. WITHOUT LIMITING THE FOREGOING, THIS LIMITED WARRANTY ALSO DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF ACCIDENT, CORROSIVE ATMOSPHERES, DETERIORATION CAUSED BY WATER QUALITY, IMPROPER MOUNTING, TRAPPING, RAPID CYCLING, VIBRATION, HYDRAULIC, THERMAL OR MECHANICAL SHOCK, TENSILE OR COMPRESSIVE FORCES, EXTERNAL COATINGS NOT APPROVED BY SELLER, PULSATION, INADEQUATE OR IMPROPER MAINTENANCE, EROSION, POOR AIR DISTRIBUTION, IMPROPERLY SPECIFIED DESIGN CONDITIONS, OPERATING CONDITIONS BEYOND THE LIMITS OF THE DESIGN OR ANY REASON NOT RELATED TO DEFECTS IN MATERIAL OR WORKMANSHIP OF THE PRODUCT, OR DEVIATION FROM THE COONEY IOM MANUAL. ANY OF THE FOREGOING VOIDS SELLER'S WARRANTY IN ITS ENTIRETY.**

**SELLER SHALL IN NO EVENT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO 'CONSUMERS' AND HEREBY DISCLAIMS ALL LIABILITY PURSUANT TO THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (PUTPCPL), 73 P.S. §§ 201-1 TO 201-9.3, THE FEDERAL MAGNUSON-MOSS WARRANTY- IMPROVEMENT ACT, 15 U.S.C. § 8201, ET. SEQ., OR OTHER LAWS THAT MAY APPLY TO PURCHASERS OR SELLER FROM JURISDICTION TO JURISDICTION, TO THE EXTENT SUCH DISCLAIMERS ARE PERMITTED BY AND EFFECTIVE UNDER APPLICABLE LAW.**

**SELLER SHALL NOT BE LIABLE FOR ANY DAMAGE OR DELAYS OCCURRING IN TRANSIT, FOR ANY DEFAULT OR DELAYS IN PERFORMANCE CAUSED BY ANY ACT, CAUSE, EVENT OR CONTINGENCY BEYOND SELLER'S REASONABLE 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 DEFECT OR FAILURE OF A PRODUCT.**

**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 PENNSYLVANIA LAW, WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES.**





### 3. Specific Limitations to Warranty

#### Parts Only

Seller's limited warranty obligations are limited to repair or replacement of defective parts only. Labor or service costs, including cost for removing or installing parts, and any shipping charges are expressly excluded from this limited warranty unless otherwise agreed in writing by Seller. Seller, at its sole discretion, may preauthorize the inclusion of labor expense. No claim for labor charges will be allowed without a written preauthorization from Seller's service department. Prior written approval from Seller is required to purchase replacement parts for any warranted parts; and, in the event Seller has authorized the Purchaser to purchase directly any replacement parts, such replacement parts must be obtained directly from, and installed by, Seller or a third-party designee approved in advance by Seller. Claims for replacement parts obtained or installed by Purchaser will be disallowed unless accompanied by a copy of Seller's written approval. Preapproved orders for warranty replacement parts will be shipped F.O.B. Seller's location by ground transportation using the most appropriate transportation method. Any premium transportation service will be at the cost of the requestor.

#### Export Products

Products exported outside the United States will be covered under the same parts only warranty as non-exported Products; 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 purchaser will be reimbursed upon return of the warranty part and after the part claimed to be defective has been inspected and determined defective. All exporting paperwork and shipping costs, including crating, will be the responsibility of the party ordering the part.

#### Initial Inspection

Seller 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 Products upon delivery for damage or loss, including without limitation 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 unit. If shipping damage has occurred, or loose parts are missing, the Purchaser or other receiving party must resolve the issue through the claim process with the company responsible for transporting the Products.

### 4. Applicable Law and Notice to Seller

To contact and/or notify Seller Service Department of any defect, non-conformity or warranty-related claim or issue, the following contact information must be used: Cooney Coil & Energy, Inc., Valley Forge Towers, Building, 2000 20130 Valley Forge Circle, King of Prussia, PA 19406; Telephone: 610 783-1136, Facsimile: 610 783-1139; electronic mail: info@cooneycoil.com, with confirmation of receipt by Seller. This limited warranty shall be interpreted and enforced, and sale of Products by Seller shall be governed in all respects, by the laws of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles. In the event a court shall determine any provision hereof is unenforceable in accordance with its terms, such provision shall be deemed to be modified to the nearest meaning which the court shall find enforceable. Any conflicts or disputes between the parties in connection herewith shall be subject to the exclusive jurisdiction of the state and federal courts within Montgomery County in the Commonwealth of Pennsylvania and the parties submit to the jurisdiction of such courts.





**COONEY ENGINEERED SOLUTIONS**  
**Cooney Freeze Alert Kit and Cooney Smart Coil System™**  
**Express Limited Warranty Program**

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## 1. COONEY ENGINEERED SOLUTIONS – COONEY FREEZE ALERT KIT® AND COONEY SMART COIL® SYSTEM EXTENDED EXPRESS LIMITED WARRANTY PROGRAM



THIS COONEY FREEZE ALERT KIT® AND COONEY SMART COIL® SYSTEM EXTENDED EXPRESS LIMITED WARRANTY PROGRAM ONLY EXPANDS THE COONEY FREEZE BLOCK® EXPRESS LIMITED WARRANTY TO INCREASE ITS WARRANTY PERIOD (DEFINED THEREIN) AND TO INCLUDE IN THE WARRANTY COVERAGE THE COONEY FREEZE ALERT KIT® AS PART OF THE SYSTEM (DEFINED BELOW). SUBJECT TO THE TERMS, LIMITATIONS, AND DISCLAIMER PROVISIONS SET FORTH HEREIN, COONEY COIL AND ENERGY, INC., COONEY ENGINEERED SOLUTIONS, COONEY RAIL SYSTEMS AND COONEY TECHNOLOGIES (TOGETHER, OR INDIVIDUALLY AS APPLICABLE, “SELLER”) OFFERS THE FOLLOWING EXTENDED EXPRESS LIMITED WARRANTY PROGRAM. THIS PROGRAM GRANTS TO THE ORIGINAL PURCHASER OF COONEY FREEZE BLOCK® COILS, WHICH ARE PURCHASED AND USED AS PROVIDED HEREIN IN CONJUNCTION WITH THE COONEY FREEZE ALERT KIT®, WHICH TOGETHER CONSTITUTES THE COONEY SMART COIL® SYSTEM (THE “SYSTEM”), AN ADDITIONAL EIGHTEEN (18) MONTH EXTENSION (THE “EXTENDED WARRANTY”) TO THE THIRTY (30) MONTH COONEY FREEZE BLOCK® EXPRESS LIMITED WARRANTY, WHICH PROVIDES THAT THE COONEY FREEZE BLOCK® COILS SHALL NOT BE DAMAGED BY THE EFFECTS OF FREEZING UNDER NORMAL INSTALLATION, USE AND CARE. THAT WARRANTY IS LOCATED IN FULL AT [HTTPS://COONEYCOIL.COM/RESOURCES/](https://cooneycoil.com/resources/), WHICH MAY BE UPDATED OR OTHERWISE MODIFIED FROM TIME TO TIME IN WRITING OR IN ACCORDANCE WITH ITS TERMS. THIS EXTENDED WARRANTY SHALL INCLUDE THE COONEY FREEZE ALERT KIT® AND SHALL COVER THE PERIOD OF 48 MONTHS AFTER THE DATE OF FIRST SHIPMENT OF EITHER SYSTEM COMPONENT FROM SELLER (THE “EXTENDED WARRANTY PERIOD”).

SELLER SHALL ONLY FACE ANY LIABILITY OR OBLIGATION DURING THE EXTENDED WARRANTY PERIOD FOR REPAIR OR REPLACEMENT OF THOSE SYSTEM COMPONENTS PURCHASED FROM SELLER (WHICH MAY BE REFERRED TO BELOW AS “PRODUCTS”) UNDER SELLER’S LIMITED WARRANTY, AS APPLICABLE, IF EXTENDED IN ACCORDANCE HERewith. SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER RELATED TO ANY PRODUCT AFTER EXPIRATION OF THE EXTENDED WARRANTY PERIOD, UNDER ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR UNDER ANY OTHER CLAIM WHATSOEVER, WHETHER IN CONTRACT OR TORT OR OTHERWISE.

SELLER’S LIMITED WARRANTY IS ISSUED, AND ANY LIABILITY OR OBLIGATION OF SELLER IS, ONLY TO THE ORIGINAL PURCHASER AND IS INTENDED SOLELY FOR THE BENEFIT OF THE ORIGINAL PURCHASER OF THE PRODUCTS FROM SELLER. SELLER’S LIMITED WARRANTY IS NOT TRANSFERABLE, APPLIES ONLY TO A PRODUCT INSTALLED AND USED WITHIN THE UNITED STATES OF AMERICA AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ALL OF WHICH OTHER WARRANTIES ARE HEREBY DISCLAIMED FOR ALL PURPOSES AND EFFECTS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR SELLER OR ITS AGENTS OR AFFILIATES, ANY LIABILITIES NOT EXPRESSED IN THIS WRITING.

The above-described Extended Warranty Program is conditioned on, and limited by, the following: Seller must have inspected the System as installed or the Purchaser must have delivered the allegedly defective System component(s) to Seller at the Purchaser’s sole expense, with return authorization information obtained from Seller, together with copies of all purchase documents deemed reasonably necessary by Seller to confirm Purchaser’s original purchase of the System. It is agreed that in the event of breach of any warranty obligation of Seller, the liability of Seller shall be limited to repairing or replacing any non-conforming products, or, in Seller’s sole discretion, repayment to the Purchaser of the purchase price paid upon return to Seller of the defective or non-conforming products. Seller will repair or replace, free of cost to Purchaser-User, F.O.B. Seller’s location, any part or parts that in Seller’s judgment is defective or non-conforming. Upon Seller authorization, the said part or parts should be returned to Seller, transportation prepaid, for inspection and judgment. Seller assumes no responsibility or liability for the expense of labor, materials, or incidental costs necessary to remove a defective part or install repaired or new parts.



Seller's Express Limited Warranty is subject to the terms and conditions described herein. This Express Limited Warranty cannot be supplemented, superseded, amended, replaced or otherwise modified and any statement to the contrary, whether verbal or in writing, shall be deemed null and void for all purposes and effects unless provided in a writing provided by an authorized officer or director of Seller. This Express Limited Warranty may be updated from time to time and will be deemed effective for products and binding on Seller and Purchaser 30 days after distribution to Purchasers or Publication on Seller's website at <https://cooneycoil.com/resources/>.

## 2. GENERAL DISCLAIMERS AND LIMITATIONS ON WARRANTY

SELLER MAKES NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, NOR DOES IT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER WITH RESPECT TO PRODUCTS SOLD BY OR ON BEHALF OF SELLER OR THE USE THEREOF EXCEPT AS IS SPECIFICALLY SET FORTH ON THE FACE HEREOF OR WRITTEN ON THE PRODUCT ITSELF. SELLER'S LIMITED WARRANTY, WHICH IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED CONSTITUTES THE ONLY WARRANTY MADE BY THE SELLER, OR FOR WHICH SELLER SHALL BE LIABLE IN ANY WAY OR FOR ANY PURPOSE. THE LIMITATIONS ON SELLER'S LIMITED WARRANTY SHALL BE EFFECTIVE NOTWITHSTANDING ANY CLAIM IT OR A PRODUCT FAILS IN ITS ESSENTIAL PURPOSE.

THIS LIMITED WARRANTY DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF IMPROPER HANDLING, STORAGE OR INSTALLATION, OR ANY IMPROPER USE, ABUSE, MISUSE, NEGLIGENCE, TAMPERING, ALTERATION OR REPAIR OTHER THAN SELLER OR SELLER'S DESIGNEE, OR USE OF THE PRODUCT OUTSIDE OF THE PURPOSES OR PARAMETERS FOR WHICH THE PRODUCT WAS DESIGNED. WITHOUT LIMITING THE FOREGOING, THIS LIMITED WARRANTY ALSO DOES NOT COVER OR PROTECT AGAINST THE CONSEQUENCES OR EFFECTS OF ACCIDENT, CORROSIVE ATMOSPHERES, DETERIORATION CAUSED BY WATER QUALITY, IMPROPER MOUNTING, TRAPPING, RAPID CYCLING, VIBRATION, HYDRAULIC, THERMAL OR MECHANICAL SHOCK, TENSILE OR COMPRESSIVE FORCES, EXTERNAL COATINGS NOT APPROVED BY SELLER, PULSATION, INADEQUATE OR IMPROPER MAINTENANCE, EROSION, POOR AIR DISTRIBUTION, IMPROPERLY SPECIFIED DESIGN CONDITIONS, OPERATING CONDITIONS BEYOND THE LIMITS OF THE DESIGN OR ANY REASON NOT RELATED TO DEFECTS IN MATERIAL OR WORKMANSHIP OF THE PRODUCT, OR DEVIATION FROM THE COONEY IOM MANUAL. ANY OF THE FOREGOING VOIDS SELLER'S WARRANTY IN ITS ENTIRETY.

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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 PENNSYLVANIA LAW, WITHOUT GIVING EFFECT TO CHOICE OF LAW PRINCIPLES.



### 3. Specific Limitations to Warranty

#### **Parts Only**

Seller's limited warranty obligations are limited to repair or replacement of defective parts only. Labor or service costs, including cost for removing or installing parts, and any shipping charges are expressly excluded from this limited warranty unless otherwise agreed in writing by Seller. Seller, at its sole discretion, may preauthorize the inclusion of labor expense. No claim for labor charges will be allowed without a written preauthorization from Seller's service department. Prior written approval from Seller is required to purchase replacement parts for any warranted parts; and, in the event Seller has authorized the Purchaser to purchase directly any replacement parts, such replacement parts must be obtained directly from, and installed by, Seller or a third-party designee approved in advance by Seller. Claims for replacement parts obtained or installed by Purchaser will be disallowed unless accompanied by a copy of Seller's written approval. Preapproved orders for warranty replacement parts will be shipped F.O.B. Seller's location by ground transportation using the most appropriate transportation method. Any premium transportation service will be at the cost of the requestor.

#### **Export Products**

Products exported outside the United States will be covered under the same parts only warranty as non-exported Products; 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 purchaser will be reimbursed upon return of the warranty part and after the part claimed to be defective has been inspected and determined defective. All exporting paperwork and shipping costs, including crating, will be the responsibility of the party ordering the part.

#### **Initial Inspection**

Seller 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 Products upon delivery for damage or loss, including without limitation 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 unit. If shipping damage has occurred, or loose parts are missing, the Purchaser or other receiving party must resolve the issue through the claim process with the company responsible for transporting the Products.

### 4. Applicable Law and Notice to Seller

To contact and/or notify Seller Service Department of any defect, non-conformity or warranty-related claim or issue, the following contact information must be used: Cooney Coil & Energy, Inc., Valley Forge Towers, Building, 2000 20130 Valley Forge Circle, King of Prussia, PA 19406; Telephone: 610 783-1136, Facsimile: 610 783-1139; electronic mail: [info@cooneycoil.com](mailto:info@cooneycoil.com), with confirmation of receipt by Seller. This limited warranty shall be interpreted and enforced, and sale of Products by Seller shall be governed in all respects, by the laws of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles. In the event a court shall determine any provision hereof is unenforceable in accordance with its terms, such provision shall be deemed to be modified to the nearest meaning which the court shall find enforceable. Any conflicts or disputes between the parties in connection herewith shall be subject to the exclusive jurisdiction of the state and federal courts within Montgomery County in the Commonwealth of Pennsylvania and the parties submit to the jurisdiction of such courts.