



STANDARD LIMITED PRODUCT WARRANTY

Shoemaker Manufacturing, LLC (“Shoemaker”) is a premier heating, ventilation, air conditioning and refrigeration product, parts and accessories manufacturer and takes pride in the high quality and performance of its products. We have adopted this Standard Limited Product Warranty (this “Limited Warranty”) as an essential element of our continued efforts to maintain the standards of excellence that our customers have come to expect and deserve.

1. LIMITED WARRANTY / WARRANTY PERIOD

Shoemaker warrants to the end user of its products (the “End User”) that, under standard use, its products will be (a) of good quality; (b) free from defects in material and workmanship; and (c) conform to the product’s performance specifications for a period of one year from the date the product is installed (the “Warranty Period”).

The End User agrees to inspect the product at the time of installation for any reasonable discernable defects, and further agrees to inspect the product at least annually during the Warranty Period. Before using the product, the End User is solely responsible for determining the suitability of the product for the intended use, and the End User assumes all risk and liability whatsoever in connection therewith.

2. CLAIMS PROCEDURE

If upon inspection or at any time during the Warranty Period, the product is found to be defective or otherwise fails in normal use by reason of faulty design, workmanship or materials, then the End User must promptly notify Shoemaker within 15 days of such determination by filling out and submitting the online Warranty Claim Submission form (a “Defect Notice”) at <https://www.shoemakermfg.com/limited-warranty.pdf>, or providing similar information to the distributor where the product was purchased.

Upon receipt of a Defect Notice, Shoemaker will replace the product at no additional cost or refund the purchase price to the End User, potentially via the distributor, pursuant to the option selected by the End User. Shoemaker must receive a copy of the receipt of purchase to process a refund.

The End User is responsible for any labor costs associated with replacing the defective part. If replacement product is not available, Shoemaker may provide a product of a similar grade, type of color and kind. Replacement of a product does not re-start the Warranty Period; however, the Warranty Period will be tolled upon Shoemaker’s receipt of a Defect Notice.

Shoemaker reserves the right to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.

For questions or additional information, you can contact Shoemaker:

By Mail:	618 E First Street, Cle Elum, WA 98922
By Phone:	509-674-4414
By Email:	sm@shoemakermfg.com

3. EXCLUSIONS

This Limited Warranty applies solely to the product and not to any components or accessories (including batteries), nor any labor or other costs incurred in conjunction with any replacement product provided by Shoemaker. This Limited Warranty will be voided if the product defect is caused by:

- (i) failure to store, install, use or maintain the product in accordance with Shoemaker’s specifications or instructions, or in compliance with the proper use intended by Shoemaker;
- (ii) reconstruction, repair or replacement of the products with a part that was not supplied by Shoemaker;
- (iii) negligence, abuse, misuse, unauthorized alteration, repair, tampering, or the use of substandard consumables, ordinary wear and tear excepted;
- (iv) a design, configuration, specification, component or material that was not manufactured or supplied by Shoemaker; or
- (v) abnormally corrosive conditions, high temperatures, electrical surges, excessive operating conditions, unusual environmental conditions, open flame, fire, accidents, entry by vermin or insects, force majeure or other events not within Shoemaker’s control, including without limitation, storms, cyclones, floods, earthquakes and other natural disasters.

4. DISCLAIMER / LIMITATION OF LIABILITY

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES. SHOEMAKER EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS WITH REGARD TO THE PRODUCT AND/OR AS A RESULT OF USING THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, EITHER ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, REPRESENTATIONS, GUARANTEES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE PERFORMANCE OF THE PRODUCTS TO STANDARDS SPECIFIC TO THE COUNTRY OF



IMPORT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY A PARTY OR ITS REPRESENTATIVES WILL CREATE A WARRANTY; NOR MAY EITHER PARTY RELY ON ANY SUCH INFORMATION OR ADVICE. THIS LIMITED WARRANTY WILL BE THE END USER'S SOLE AND EXCLUSIVE REMEDY AGAINST RECTORSEAL.

This Limited Warranty does not cover damages to persons or property resulting from the use of corrosive material (i.e., acetone, MEK and petroleum-based products), excessive chlorine or chloramines in the treatment of public water supplies, or by chemical cleaners such as calcium hypochlorite and/or ammonia. Furthermore, Shoemaker will not be liable for damages to persons or property if (a) the End User was capable of preventing the damage or further damage, but did not do so; or (b) Shoemaker was not provided reasonable access to the product to physically inspect it, perform testing and/or obtain samples after the End User made a claim for damages.

The terms set forth in this Limited Warranty are the End User's exclusive remedy for breach of this Limited Warranty. Shoemaker does not warrant any products or services not provided by Shoemaker, or any third-party products or services that incorporate the products. This Limited Warranty does not cover replacement labor and Shoemaker's sole liability under this Limited Warranty is limited to replacement of the defective product or a refund of the purchase price.

SHOEMAKER WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY, REMOTE, SPECULATIVE, ENHANCED OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT RECTORSEAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL SHOEMAKER'S AGGREGATE LIABILITY FOR DIRECT DAMAGES EXCEED THE AMOUNTS PAID BY END USER FOR THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental and consequential damages or limitations on implied warranties, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

5. ARBITRATION

This arbitration clause affects your rights against Shoemaker and any of its affiliates, employees, agents, successors, or assigns, all of whom together are referred to below as "we" or "us." Please review this clause carefully.

<p><u>Requirement:</u> Except as stated below, any dispute between you and any of us will be decided by neutral, binding arbitration rather than in court or by jury trial. The term "dispute" will be given the broadest possible meaning allowable by law, and includes any dispute, claim, or controversy arising from or relating to your purchase of the product, any warranty upon the product, or the product's condition. It also includes determination of the scope or applicability of this arbitration clause. This arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.</p> <p><u>Discovery and Other Rights:</u> Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration.</p>	<p><u>Waiver:</u> Arbitration is handled on an individual basis. If a dispute is arbitrated, each party expressly waives (a) any right to participate as a class representative or class member on any class claim you may have against us or we against you, or as a private attorney general or in any other representative capacity; and (b) any right to class arbitration or any consolidation of individual arbitrations.</p> <p><u>Costs:</u> Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Shoemaker will pay your share of the fees charged by the arbitration organization and arbitrators beyond the first \$200. Where permissible by law, you may be required to reimburse Shoemaker for the fees of the arbitration organization and arbitrators in whole or in part by decision of the arbitrators at the discretion of the arbitrators.</p>
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6. MISCELLANEOUS

This Limited Warranty is solely for the benefit of the End User and will not extend or construed to be extended to any other person and/or entity whatsoever.

Any End User or third party actions brought for any reason hereunder will be commenced in Kittitas County, WA and no other jurisdiction, and such action will be governed by and construed in accordance with the laws of the State of Washington. Any notice herein will be sent by certified or registered mail to Shoemaker at the address set forth in Section 2.