

# **No Fault Warranty**

## 1. Eligibility

- A. C series.
- B. D series.
- C. CD series
- D. DCS series
- E. DCSB series
- F. DS series

## 2. Terms

### A. Warranty

- 1. Valid for 12 months from purchase date or 2,000 hrs. in service.
- 2. The entire unit (accessories included) will be covered.
- 3. Coverage includes all defects due to workmanship and materials.
- 4. Does not cover items that are lost or damaged by freight carrier.
- 5. Liability under this guarantee is limited to repair/replacement of heat exchanger and shall in no event include consequential damages of any nature.

## B. Freight

1. The customer is responsible for all freight charges under the No Fault Warranty.

### C. Claims

- Claims must be submitted through AKG Thermal System's RGA process.
  Through this process, determination will be made of warranty status before approval.
- 2. There will be a NFW check box on the RGA request form.
- 3. For documentation purposes we may ask some questions or ask for photos.
- 4. After duplicate claims, we will request any defective units to be returned to AKG Thermal Systems for inspection/analysis prior to acceptance/reimbursement.
- 5. A \$0 cost order will be created by Customer Service to replace unit or parts and the RGA No. will be attached to it for reference.
- 6. If customer wishes for analysis after 1<sup>st</sup> failure, they may be subject to \$200 evaluation fee. PO will need to be processed prior to RGA processing.

#### D. Indemnification

1. Buyer shall defend, indemnify and hold Seller harmless from and against any and all claims, liabilities, loss, costs, damage, expense (including reasonable attorney's fees and costs) or injury of any kind or nature whatsoever (including, but without limitation, property damage, personal injury or death as well as economic loss or damage) caused by, resulting from, arising out of, relating to, or occurring in connection with Buyer's actions with respect to products purchased by Buyer.

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