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|  | LIMITED WARRANTY ENGINEERED SYSTEMS EQUIPMENT | |
| SERVICE POLICY | Supersedes: 50.05-NM2 (1008) | Form 50.05-NM2 (309) |

POLICY STATEMENT

Johnson Controls, Inc. (JCI) warrants all new Engineered Systems Equipment and materials, or installation or start-up services performed by JCI in connection therewith, against defects in workmanship and material for a period of eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever occurs first. This warranty does not extend to products used for rental chiller duty. Subject to the exclusions listed below, JCI, at its option, will repair or replace, FOB point of shipment, such JCI products or components as it finds defective.

Except for reciprocating replacement compressors, which JCI warrants for a period of twelve (12) months from date of shipment, JCI reconditioned or replacement materials, or installation or start-up services performed by JCI in connection therewith, warrants against defects in workmanship and material for a period of ninety (90) days from date of shipment. Subject to the exclusions listed below, JCI, at its option, will repair or replace, FOB point of shipment, such JCI products or components as it finds defective.

Exclusions:

Unless specifically agreed to in the contract documents, this warranty does not include the following costs and expenses:

1. Labor to remove or reinstall any equipment, materials, or components.
2. Shipping, handling, or transportation charges.
3. Cost of refrigerant.
4. Cost of rental chillers or other temporary cooling equipment.

No warranty repairs or replacements will be made until payment for all equipment, materials, or components has been received by JCI.

ALL WARRANTIES ARE VOID IF:

1. Equipment is used with refrigerants, oil, or antifreeze agents other than those authorized by JCI.

2. Equipment is used with any material or any equipment such as evaporators, tubing, other low side equipment, or refrigerant controls not approved by JCI.
3. Equipment has been damaged by freezing because it is not properly protected during cold weather, or damaged by fire or any other conditions not ordinarily encountered.
4. Equipment is not installed, operated, maintained and serviced in accordance with instructions issued by JCI.
5. Equipment is damaged due to dirt, air, moisture, or other foreign matter entering the refrigerant system.
6. Equipment is not properly stored, protected, or inspected by the customer during the period from date of shipment to date of initial start-up.
7. Equipment is damaged due to acts of god, abuse, neglect, sabotage, or acts of terrorists.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED IN LAW OR IN FACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS. IN NO EVENT SHALL JCI'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY JCI FROM BUYER FOR THE MATERIALS OR EQUIPMENT INVOLVED. NOR SHALL JCI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON LIABILITY AND DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING, BUT NOT LIMITED TO, CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF JCI'S SUPPLIERS AND SUBCONTRACTORS.



**18 months (1 Year) Labor Only Warranty
FOR THE ENTIRE UNIT
YORK INTERNATIONAL CORPORATION
ENGINEERED SYSTEMS**

| | | |
|---------------------|---------------------------------------|------------------------------|
| PRODUCT TYPE: | <u>Air Cooled Scroll Chillers</u> | COMPRESSOR SERIAL NUMBER(S): |
| YORK CONTRACT NO.: | <u>6N280125</u> | <u>16IA0708D (COMP #1)</u> |
| UNIT MODEL NUMBER: | <u>YCAL0046EE</u> | <u>16IA0710D (COMP #2)</u> |
| UNIT SERIAL NUMBER: | <u>11531K65368876</u> | <u>16HA6803D (COMP #4)</u> |
| UNIT TAG ID: | <u>CH-1</u> | <u>16HA6808D (COMP #5)</u> |
| UNIT LOCATION: | <u>BLDG. 306 200 POWDER MILL ROAD</u> | |
| | <u>WILMINGTON, DE 19803</u> | <u>BRAND: COPELAND</u> |

PROJECT NAME: **DUPONT X-STATION BLDG 306 RTP**
Installation
Address: **BLDG. 306 200 POWDER MILL ROAD**
WILMINGTON, DE 19803

10/07/2016
Shipping Date

The term of this agreement is 18 months (1 Year), commencing 04/06/2017 and expires 04/06/2018.

LIMITED WARRANTY

WHEN PROPERLY ENDORSED, THIS PROTECTION PLAN BETWEEN YORK INTERNATIONAL CORPORATION (YORK) AND CUSTOMER, WARRANTS, TO THE CUSTOMER NAMED HEREIN, *** UNASSIGNED *** FOR THE . IT DOES NOT COVER REFRIGERANT COST, FREIGHT CHARGES, OR ANY OTHER COSTS.

THIS WARRANTY EXCLUDES IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WE DO NOT ASSUME, OR AUTHORIZE ANY OTHER PERSON TO ASSUME OTHER WARRANTIES FOR US. THIS WARRANTY IS OFFERED AS AN EXTENSION TO THE STANDARD LIMITED WARRANTY (FORM 50.05-NM2) AND IS SUBJECT TO THE SAME LIMITATIONS AND EXCLUSIONS, EXCEPT WHERE NOTED.

THIS PROTECTION PLAN DOES NOT COVER FAILURE OR DAMAGE RESULTING FROM FIRE, FLOOD, ABUSE, OR ACT OF GOD. ALSO EXCLUDED ARE DAMAGES OR FAILURES CAUSED BY INSTALLATION, OPERATION, OR MAINTENANCE CONTRARY TO YORK RECOMMENDATIONS, OR THOSE OF THE MANUFACTURER IF OTHER THAN YORK. IN NO EVENT SHALL YORK BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGE, LOSS, OR INJURY. WARRANTY FOR EXCHANGE OR PARTS PROCUREMENT SERVICE SHALL BE AVAILABLE THROUGH THE SERVICER LISTED HEREIN DURING NORMAL WORKING HOURS.

DISTRICT SERVICE OFFICE: DELMARVA / 812 FIRST STATE BLVD. / WILMINGTON, DE 19804

OFFERED BY: _____
York Selling Representative Print/Sign _____ Date _____

APPROVED BY: _____
York Area Service Manager Print/Sign _____ Date _____

ACCEPTED BY: _____
Customer Signature _____ Date _____

(Manufacturer's Use Only)

AUTHORIZED BY:  2016-05-06
Manager, Warranty Administration _____ Date _____

**66 MONTHS (5 YEARS) PARTS & LABOR WARRANTY
FOR THE COMPRESSOR
YORK INTERNATIONAL CORPORATION
ENGINEERED SYSTEMS**

| | | |
|---------------------|---------------------------------------|------------------------------|
| PRODUCT TYPE: | <u>AIR COOLED SCROLL CHILLERS</u> | COMPRESSOR SERIAL NUMBER(S): |
| YORK CONTRACT NO.: | <u>6N280125</u> | <u>16IA0708D (COMP #1)</u> |
| UNIT MODEL NUMBER: | <u>YCAL0046EE</u> | <u>16IA0710D (COMP #2)</u> |
| UNIT SERIAL NUMBER: | <u>11531K65368876</u> | <u>16HA6803D (COMP #4)</u> |
| UNIT TAG ID: | <u>CH-1</u> | <u>16HA6808D (COMP #5)</u> |
| UNIT LOCATION: | <u>BLDG. 306 200 POWDER MILL ROAD</u> | |
| | <u>WILMINGTON, DE 19803</u> | <u>BRAND: COPELAND</u> |

PROJECT NAME: **DUPONT X-STATION BLDG 306 RTP**
 INSTALLATION
 ADDRESS: **BLDG. 306 200 POWDER MILL ROAD**
WILMINGTON, DE 19803

10/07/2016
Shipping Date

The term of this agreement is 66 months (5 Years), commencing 04/06/2017 and expires 04/06/2022.

LIMITED WARRANTY

WHEN PROPERLY ENDORSED, THIS PROTECTION PLAN BETWEEN YORK INTERNATIONAL CORPORATION (YORK) AND CUSTOMER, WARRANTS, TO THE CUSTOMER NAMED HEREIN, FOR THE . IT DOES NOT COVER REFRIGERANT COST, FREIGHT CHARGES, OR ANY OTHER COSTS.

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DISTRICT SERVICE OFFICE: DELMARVA / 812 FIRST STATE BLVD. / WILMINGTON, DE 19804

OFFERED BY: _____
 York Selling Representative Print/Sign _____ Date _____

APPROVED BY: _____
 York Area Service Manager Print/Sign _____ Date _____

ACCEPTED BY: _____
 Customer Signature _____ Date _____

(Manufacturer's Use Only)

AUTHORIZED BY:  _____
 Manager, Warranty Administration _____ Date 2016-05-06