



# CERTIFICATE OF WARRANTY

## TWO, THREE OR FIVE YEAR EXTENDED WARRANTY

Williams factory built fan coils, when installed and properly and regularly cleaned and maintained per the manufacturer's installation, operating and maintenance instructions, are warranted by Williams, under normal use, against defects in material or workmanship of the product for parts only for as long as the original consumer owns the fan coil system. During the three years of the warranty, Williams will provide replacement parts at no charge. The defective part(s) must be returned with all transportation charges prepaid by the owner to the Returns Department, Williams 220 W. Laurel Street, Colton, California 92324. Williams will in turn ship the repaired or replacement part to the owner, freight prepaid. This warranty does not cover any labor or other service charges incurred by the owner, or any parts not manufactured by Williams.

### IT IS THE OWNER'S RESPONSIBILITY TO ESTABLISH:

- The date of the original installation of the product.
- The name of the original purchaser.
- The name of the installer.
- That the product was installed and properly maintained according to Williams' installation, operating and maintenance instructions.

### DISCLAIMERS AND EXCLUSIONS

The following shall be applicable to all fan coil products of Williams:

1. The warranty described hereinabove shall be **IN LIEU** of any other warranty, express or implied. Except as set out hereinabove, there are **NO** other warranties and any statutory or implied warranty of **MERCHANTABILITY** or fitness for a particular purpose **EXCLUDED** from this transaction and shall not apply.
2. The sole and exclusive remedy against Williams shall be for the repair or replacement of defective parts as provided hereinabove. **NO OTHER REMEDY** (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. The sole purpose of the stipulated exclusive remedy provided for herein, shall be the repair and replacement of defective parts in the manner provided hereinabove. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Williams is willing and able to repair or replace defective parts in the prescribed manner.
3. The owner shall not be required to deliver a defective part to Williams if:
  - a. The part was destroyed as a result of its defect or any defect in any part covered in this warranty; and/or
  - b. Williams is reasonably satisfied that the part was defective at the time of sale.

If both of these conditions are met to Williams' satisfaction, it will replace the part in the same manner provided herein as if the purchaser had delivered it to Williams.

4. The owner acknowledges that no oral statements purporting to be warranties, representations, or guarantees of any kind about any product of Williams have been made to owner by Williams by the original purchaser if different from the owner, or by its dealer which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the owner, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, express or implied, of Williams.
5. There is **NO WARRANTY** for any defective part of a Williams fan coil product which has been removed from its original installation site or which, in the judgment of Williams, arises from misuse, mishandling, neglect, fire, flood, lightning, corrosive atmosphere, improper installation of the product, improper servicing of the product, unauthorized modification of the product, improper fuel supply to the product, or the failure of the installer to properly install or service the product as is set out in the Williams installation, operating and maintenance instructions.