

Mipal Indústria de Evaporadores Ltda. (MIPAL) hereby warrants that the product is free of manufacturing and materials defects over a three-year period as of the acquisition date (Warranty Period) for the first user (purchaser). In no case longer than forty-two (42) months as of the manufacturing date, including the legally required period, assured that the products are correctly installed and operated within the limits recommended in MIPAL's technical documentation.

This warranty shall be valid only when use is appropriate, practiced in accordance with MIPAL's installation or maintenance instructions. This warranty shall not apply to MIPAL products installed or repaired inappropriately or changed outside of MIPAL's facilities (except for services provided by MIPAL itself) or inappropriately operated or submitted to misuse, negligence, imprudence or inexperience.

MIPAL shall at its sole discretion repair or replace free of charge to the purchaser all of the products' components that are or shall become defective during the warranty period, resulting from conceptual, manufacturing or materials defects, with the exception of use and normal wear and tear, provided that:

The products are applied pursuant to project specifications;

The products are applied for use with pure air, clean and free from contaminants;

All the installation and operating instructions are complied with;

Installation, system components employed and piping concepts are in conformity with the state of the art in refrigeration, heating, ventilation and air conditioning;

Nitrogen or an inert gas are employed in the brazing process when installing the products;

Pure cooling fluids free from contaminants and corrosion inhibitors are employed, in the case of secondary fluid systems;

The internal system is free from humidity.

In all cases standard refrigeration industry practices for installing, maintaining and operating MIPAL products shall be complied with and employed by certified refrigeration technicians, mechanics, installers, designers and engineers.

This warranty shall not include usual maintenance or cleansing of products, installation defects or those found in the movements of mobile parts.

This warranty shall not cover physical damages undergone by the products resulting from transportation or moving after their acceptance.

This warranty shall not cover damages to the products submitted internally or externally to corrosive compounds.

This warranty shall not cover products not installed or that have not started operating for a period longer than three months from the manufacturing date, and that have not provably been submitted to gas refills (coolant or nitrogen) every three months using good refrigeration practices.

Parts and components such as: valves, motors, elements and electrical accessories produced by third parties and used as integral parts or connected to MIPAL products, are warranted by their manufacturers over a one-year period for mechanical components and over six months for electrical-electronic components, including the required legal period. Warranty of products shall be suspended should the equipment be submitted to: abuse, misuse, negligence, changes in tension, environments aggressive to its materials and components, excessive pressure, accidents, external or invisible internal damages due to inadequate transportation or inadequate handling, or even when operated contrary to MIPAL's recommendations or procedures and if the serial number is changed, scraped or removed. Furthermore, MIPAL shall not be held responsible for damages caused when an unauthorized service is provided or provided by persons unauthorized by MIPAL, or also when non-genuine parts are employed in repairs.

Items returned to MIPAL shall have attached an approval for return issued by MIPAL. Replaced parts shall be returned and freight charges shall be for the equipment purchaser's account. Should MIPAL's inspection conclude that the defect arose from manufacturing, they shall be replaced or repaired (at MIPAL's discretion) at no cost to the first owner, except for freight charges.

The defective products' repair or replacement shall take place by the purchaser through one of the following means: request by facsimile, email or letter sent to MIPAL not more than two business days after becoming aware of the defect, giving MIPAL the time and opportunity to provide the repair or replacement.

All transportation, foreign exchange and customs costs for the repair or replacement shall be borne by the claimant and purchaser.

Furthermore, MIPAL shall not be held responsible for costs incurred in dismantling or assembling parts or any independent aspect undertaken by the purchaser.

After receiving and inspecting the goods, MIPAL shall at its discretion repair or replace the defective components and return them to the user, with return postage and freight, exchange and customs expenses paid by the user. This shall result in compliance by MIPAL with warranty obligations.

In case there is no evidence of an inherent defect, MIPAL shall return the products to the user with return postage and freight, exchange and customs expenses paid by the user, or shall submit a proposal in advance for approval by the user for the products' repair or replacement.

MIPAL shall assume no responsibility for any direct or indirect consequences of any changes and/or repairs to the products made by the purchaser or by third parties without MIPAL's previous consent.

MIPAL shall reserve itself the right to inspect the products during the entire warranty period, should there be any evidence of incorrect equipment operating or installing, abnormal allegations (against the equipment) and customer abuse.

Limited Liability

Any assistance actions in connection with any products or accessories supplied by MIPAL shall be limited solely to replacement or repair FOB in Cabreúva, SP, as is most convenient. MIPAL shall under no circumstances be related to any damages caused or special damages of any nature likely to arise owing to its products or accessories. To cause in this case may be understood as, yet not be limited to, damages unpredictable by MIPAL, such as complaints of costs regarding the loss of coolant, of stored products, loss of sales, loss of orders, loss of profits, absence of financial inputs, total as well as profit margins lost, all claimed as the direct or indirect result of the defect shown by MIPAL's products or accessories or their alleged ineffectiveness.