



A  COMPANY

Hill PHOENIX, Inc.  
Hereinafter Referred To As Manufacturer

## LIMITED WARRANTY

### GENERAL WARRANTY

Manufacturer's products are warranted to be free from defects in materials and workmanship under normal use and maintenance for fourteen months from date of shipment from manufacturer (the "Base Warranty Period"). In the event of a qualifying warranty claim, a new or rebuilt part to replace any defective part will be provided without charge. The replacement part is covered under this warranty for the remainder of the applicable Base Warranty Period. In order to be eligible for warranty coverage, customer must: (i) notify Manufacturer promptly upon discovery of a warrant defect, and (ii) comply with the warranty claim procedures provided by Manufacturer from time to time.

This equipment warranty does not include labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either defective parts or replacement parts.

The warranty shall not apply:

1. To any unit or any part thereof which has been subject to accident, alteration, negligence, misuse or abuse, or which has not been operated in accordance with the manufacturer's recommendations, or in conditions outside of Manufacturer's specifications, or if the serial number of the unit has been altered, defaced, or removed.
2. When the unit, or any part thereof, is damaged by fire, flood, or other act of God.
3. To products that are impaired or damaged due to improper installation.
4. When installation and startup forms are not properly completed or returned within two weeks after startup.
5. If the defective part is not returned to the Manufacturer.
6. To service, maintenance or wear and tear parts (such as lights, starters and ballasts)

### MODIFICATIONS TO GENERAL WARRANTY

The following sets forth certain modifications to the General Warranty for specific products of Manufacturer:

#### DISPLAY CASE AND SPECIALTY PRODUCTS CLEARVOYANT® LED LIGHTING

The warranty period for Clearvoyant LED lighting components within the Clearvoyant lighting system is five years from date of shipment.

#### REMEDY LIMITATION/DAMAGES EXCLUSION

THE REMEDY OF REPAIR OR PROVISION OF A REPLACEMENT PART WITHOUT CHARGE SHALL BE THE EXCLUSIVE REMEDY FOR ANY WARRANTY CLAIM HEREUNDER. WITHOUT LIMITING THE FOREGOING, MANUFACTURER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, LABOR COST, LOSS OF REFRIGERANT OR FOOD PRODUCTS.

#### EXCLUSIVE WARRANTY

THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED. NO IMPLIED WARRANTY SHALL BE DEEMED CREATED BY COURSE OF DEALING OR USAGE OF TRADE. NO OTHER PERSON IS AUTHORIZED TO EXPAND OR CREATE ANY OBLIGATION GREATER THAN OR MORE EXPANSIVE THAN THE WARRANTY PROVIDED HEREIN.

Submit warranty claims to:

**Hillphoenix Refrigeration & Power  
Systems Division**  
2016 Gees Mill Road  
Conyers, GA 30013  
Warranty / Service  
Phone: 1-800-518-6630

**Hillphoenix Display Case Division**  
1925 Ruffin Mill Road  
Colonial Heights, VA 23834  
Warranty / Service  
Phone: 1-800-283-1109

**Hillphoenix Specialty Products Division**  
703 Franklin Street  
Keosauqua, IA 52565  
Warranty / Service  
Phone: 1-319-293-8551