

WARRANTY POLICY

Pacificool Limited products are covered by a 1 year limited repair service.

Please read the following conditions carefully and retain this information and your purchase receipt in a safe place. Note the model name, the serial number, and the date of purchase.

LIMITED WARRANTY. Pacificool Ltd warrants to the end user ("Customer") that this product will be free from defects in workmanship and materials, under normal use and service, for one year from the date of purchase from Pacificool or its authorised reseller. Pacificool's sole obligation under this express warranty shall be, at Pacificool's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Pacificool may, in its sole discretion, refund to the Customer the purchase price paid for the defective product. All products that are replaced will become the property of Pacificool. Replacement products or parts may be new or reconditioned. Pacificool warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer. **NOTE:** Products not manufactured by Pacificool, which are resold by Pacificool are subject to the original manufacturer's warranty terms and conditions. Products returned to Pacificool must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Pacificool until the returned item is received by Pacificool. The repaired or replaced item will be shipped to Customer, at Pacificool's expense, not later than thirty (30) days after Pacificool receives the defective product, and Pacificool will retain risk of loss or damage until the item is delivered to the Customer.

EXCLUSIONS. Pacificool will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- i. a result of an accident, misuse, abuse or other circumstances beyond Pacificool's control;
- ii. acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other hazards.
- iii. installation was performed by an unqualified person or faulty installation - including but not limited to: incorrect electrical or plumbing connections.
- iv. by the use of parts or peripherals not authorised by Pacificool;
- v. a result of normal wear and tear;
- vi. by use within an improper operating environment;
- vii. operating equipment outside recommended operational parameters, including using with unapproved chemicals.
- viii. by modification of the product;
- ix. by the serial number or product code sticker being removed or defaced;
- x. a result if the product being operated other than in accordance with the user manual;

WARRANTY EXCLUSIVE. IF A PACIFICOOL PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT PACIFICOOL'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PACIFICOOL NEITHER ASSUMES NOR AUTHORISES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, OR USE OF ITS PRODUCTS. LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY LAW, PACIFICOOL EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF PACIFICOOL OR ITS AUTHORISED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT PACIFICOOL'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

CLAIMS. Where the customer considers there to be a fault with the product, the customer must contact Pacificool and state the model name, serial number and purchase details. Pacificool standard warranty is back-to-base for chemicals and beverage dispense equipment.

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