a new cold has arrived.



Evolve Warranty

Phononic warrants to the original purchaser that the equipment shall be free from material defects in material and workmanship under normal use and service during the "Warranty Period," defined as

- (i) a period of 2 years from date of purchase with respect to all parts, during which period Phononic shall cover the cost of parts and labor for repair and replacement, and
- (ii) an additional period of 8 years with respect to the Phononic heat pump powering the refrigeration system, during which period Phononic shall cover the cost of replacement parts and shall charge Phononic's standard labor rates for repair and replacement.

CONDITIONS OF WARRANTY

- 1. Equipment must have been installed and operated in compliance with instructions provided by Phononic.
- 2. Warranty labor must be performed by a local Phononic authorized service agent.
- 3. Defects caused by alterations, improper operation, outdoor use, neglect, vandalism, fire, acts of God, or any situation or causes beyond the control of Phononic are not covered by this warranty.
- 4. Phononic may require that any parts covered under this warranty be returned to Phononic freight prepaid, and this warranty shall apply only if Phononic verifies the applicable defect upon examination.
- 5. Any defects or other damages resulting from shipment of the unit are not covered by this warranty. Phononic advises customers to carefully examine all shipments prior to acceptance and note all potential damage concerns on the appropriate shipping papers.
- 6. Labor charges resulting from security clearance procedures, safety training, travel time greater than one hour or 50 miles (80 km), premium time labor (including after hours, weekends, holidays, etc.), and service calls for non-defective equipment will not be covered by Phononic and are the responsibility of the equipment owner.
- 7. The repair or replacement of defective parts in accordance with this warranty is customer's sole and exclusive remedy with respect to any defects in the equipment. Phononic will not be liable for any consequential damages, expenses, connecting or disconnecting charges, or any losses or damages resulting from a defect in the equipment.

This warranty constitutes purchaser's sole and exclusive remedy regarding defects in the equipment and is expressly made in lieu of other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

For any questions concerning this warranty please visit our website at <u>phononic.com/evolve</u> or contact Customer Care at 1-844-476-4202.