

## CLIMATE WIZARD® (CW3, CWH15 and CW80 MODELS) LIMITED WARRANTY

**We or Us** means Convair Cooler Corporation doing business as Seeley International Americas (“SIA”), and our contact details are set out at the end of this warranty;

**You and Purchaser** means the original end-user purchaser of the Goods;

**Supplier** means the authorized distributor or retailer which sold you the Goods;

**Goods** means the CW3, CWH15, or CW80 model of the Climate Wizard® cooler which was accompanied by this warranty

**Relevant Warranty Period** means the warranty period described in “Express Limited Warranty” below.

*Do not use cooler cleaners, cooler treatment, or other additives to your cooler. The use of any of these products will void your warranty and may impair the performance of your cooler.*

**ELIGIBILITY: THE COOLER MUST BE REGISTERED WITHIN 45 DAYS OF INSTALLATION**

**AT: [www.seeleyinternational.com/americaswarranty](http://www.seeleyinternational.com/americaswarranty)**

**SIA SHALL HAVE NO LIABILITY RELATED TO THE CLIMATE WIZARD® COOLER OTHER THAN FOR BREACH OF THE EXPRESS WARRANTY STATED HEREIN, AND YOU RELEASE AND DISCHARGE US FROM ALL OTHER CLAIMS, WHETHER IN CONTRACT OR TORT, BY STATUTE OR COMMON LAW, AND YOU FURTHER AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM ALL OTHER CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS ALLEGING PRODUCT LIABILITY, STRICT LIABILITY, DECEPTIVE TRADE PRACTICES, BODILY INJURY, AND/OR PROPERTY DAMAGE) TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW).**

**THE EXPRESS WARRANTY PROVIDED HEREIN BY SIA IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES HEREIN, THE CLIMATE WIZARD® COOLER IS SOLD “AS IS, WHERE IS.” NO OTHER PERSON OR ENTITY IS AUTHORIZED TO OFFER, OR GIVE YOU, ON OUR BEHALF, ANY OTHER WARRANTY.**

**EXPRESS LIMITED WARRANTY TERM:** SUBJECT TO THE CONDITIONS AND EXCEPTIONS STATED HEREIN, SIA warrants the CLIMATE WIZARD® COOLER sold by SIA as follows:

1. SIA warrants the Cooler cabinet only (base, top, side panels) against corrosion due to normal operation for 1 year.
2. SIA warrants the structural integrity of all plastic components against defects in materials or workmanship for 1 year.
3. SIA warrants, for 1 year, the original factory-installed water pumps, motors, Chlorinator, Water Solenoid, Water Probe, Drain Valve and controls against all defects in material and workmanship.
4. SIA warrants the factory installed cooler pads (cores) against de-lamination due to manufacturing defects for 1 year. **REPLACEMENT OF AIR FILTERS AND/OR COOLER PADS DUE TO NORMAL WEAR AND TEAR IS A COMMON MAINTENANCE FUNCTION AND IS NOT COVERED BY THIS WARRANTY.**
5. All labor costs incurred for installation, removal, or re-installation are the purchaser's responsibility.
6. All shipping costs for replacement parts are the purchaser's responsibility.

– **EXPRESS LIMITED WARRANTY COMMENCEMENT:**

Warranty coverage begins on the installation date. The installation date is either:

(1) The date that the Cooler was originally commissioned (commissioning being the process that occurs on, or shortly after, the Cooler is installed whereby the installer checks the installation of the Cooler, and makes any final adjustments, before hand-over to the purchaser). The date the Cooler was commissioned must be provided to Seeley at the time of warranty registration; or

(2) If the date the Cooler was originally commissioned cannot be verified by Seeley, the installation date shall be deemed to be the date on the purchaser's invoice for the purchase of the Cooler.

However, if the Cooler is not installed within 90 days of the date on the purchaser's invoice for the purchase of the Cooler, then the warranty coverage commences on the date that is 90 days from the date on the purchaser's invoice.

**THE DATE ON THE PURCHASER'S INVOICE FOR THE PURCHASE OF THE COOLER MUST BE GENUINE. A NON-GENUINE DATE WILL NOT BE ACCEPTED BY SIA.**

– **LIMITED REMEDIES:** THE EXPRESS REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS RELATED TO THE CLIMATE WIZARD®, AND ARE IN LIEU OF ALL OTHER REMEDIES, WHICH ARE HEREBY DISCLAIMED BY SIA AND WAIVED BY YOU TO THE FULLEST EXTENT PERMISSIBLE BY LAW (INCLUDING BUT NOT LIMITED TO WAIVER OF ALL DECEPTIVE TRADE PRACTICES STATUTES).

– **EXPRESS LIMITED REMEDIES:** SUBJECT TO THE CONDITIONS AND EXCEPTIONS STATED HEREIN, your remedies for any claim related to the CLIMATE WIZARD® COOLER are limited to the following:

1. For breach of the foregoing Express Limited Warranty, if a claim is timely made within the applicable Relevant Warranty Period, **THE SOLE AND EXCLUSIVE REMEDY SHALL BE, AT THE OPTION OF SIA AND AT SIA’S COST, TO REPAIR/REPLACE THE DEFECTIVE PART, REPLACE THE COOLER, OR REFUND THE PURCHASE PRICE PAID** for the Climate Wizard® cooler (any such refund excluding price paid by end-user for delivery, installation, service, repairs and/or maintenance). If SIA elects to replace or repair either parts or coolers, SIA may, in its discretion, use refurbished parts or coolers in making the replacement or repairs, and may, in its discretion, substitute similar SIA authorized parts or coolers instead of the identical warranted part or cooler, even if such parts or coolers are not on its current price/equipment list. You shall have no recourse for breach of the Express Limited Warranty if written notice of claim is not received by SIA within the applicable Relevant Warranty Period, in which case your claim shall be deemed time-barred for all purposes.
2. **EXCLUSIONS FROM EXPRESS LIMITED WARRANTY.** The EXPRESS LIMITED WARRANTY excludes coverage for and SIA disclaims (and you hold harmless from and indemnify SIA against) any and all liability to or for:
  - a. anyone other than You or any person directly deriving title to the Climate Wizard® cooler from You whilst in its original place of installation; (i.e. this Express Limited Warranty is assignable by You only to the person or entity who directly acquires or buys from you your business and/or property, but the assignee has no further right of assignment); and
  - b. normal wear and tear; and
  - c. the cooler’s cooling performance, efficiency, water, and electricity consumption, all of which may vary widely depending upon the environment in which the cooler is installed and operates, the area, composition and insulation of the interior structure which it is intended to cool, and how it is used; and
  - d. damage, loss or claims caused by, resulting from, or arising out of any utilities, including, but not limited to, electrical surges, and inadequacies, interruptions, failure, or other problems in or with electricity, power, or clean water supply to the cooler; and
  - e. damage, loss or claims caused by, resulting from, or arising out of installation, servicing, maintenance, or repair that is not performed in accordance with SIA’s written instructions; and
  - f. the replacement, supply, or servicing of consumable items (including, without limitation,

washers, seals, bearings, drive belts, float valves, plumbing components, cooler pads);  
and

- g. calcification of the cooler pads, since calcification may be affected by minerals in the water supplied to the cooler and in the ambient air; and
- h. installation or re-installation of the cooler (including without limitation related ductwork, fittings, and other installation components) which is the responsibility of your Supplier and/or installer; and
- i. acts of God or nature, e.g., fire, flood, tornado, power outage, lightning, dust storm; or acts of theft or vandalism; or any intentional act which impairs the utility of or damages the cooler; and
- j. all costs of labour and travel incurred in connection with repairing or replacing a defective part or the cooler; and

any costs incurred by Us in connection with a warranty claim which We determine is not a valid claim covered by the Express Limited Warranty;

**LOSS OF EXPRESS LIMITED WARRANTY: THE EXPRESS LIMITED WARRANTY SHALL BE NULL AND VOID, ALL LIABILITY FOR BREACH OF SUCH WARRANTIES OR OTHERWISE SHALL BE DEEMED DISCLAIMED, AND YOU SHALL WAIVE ALL RIGHTS AND REMEDIES OF ANY KIND FOR ANY ALLEGED DEFECT IN THE CLIMATE WIZARD® COOLER, IF:**

- (i) the Climate Wizard® cooler has not been installed and commissioned, in accordance with the instructions in the Owner's Manual, by a qualified, licensed, properly trained technician; OR
- (ii) the Climate Wizard® cooler has not been operated by you, and/or serviced and/or maintained by a qualified, licensed technician, in accordance with the instructions provided in the Owner's Manual; OR
- (iii) you fail to maintain and present with any notice of claim the up-to-date Maintenance Schedule (if same is contained in the Owner Manual) showing all work performed on the cooler from installation, the date of each work item, a description of the work performed, and the name, signature and contact details of the qualified, licensed technician who performed the work; OR
- (iv) any installation, commissioning, service or maintenance has not been properly or competently performed in accordance with applicable electrical, plumbing, building and safety codes and regulations; OR
- (v) use of any replacement parts or spare parts not authorized by SIA; OR

(vi) addition of any third party device to (except where such addition is required by the installation instructions and complies with those instructions), or the removal, modification, or alteration of, the Climate Wizard® cooler or any SIA component thereof; OR

(vii) the Climate Wizard® cooler has been moved from the original place of installation (whether at the same premises or to different premises).

**EVEN IF THE EXCLUSIVE CONTRACTUAL REMEDY (OF REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE) PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE, SIA SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, DOWNTIME, LOSS OF USE, SUBSTITUTE EQUIPMENT, GOODWILL, DAMAGE TO OR REPLACEMENT OF YOUR OTHER EQUIPMENT AND PROPERTY. IN NO EVENT SHALL OUR LIABILITY EXCEED THE PURCHASE PRICE PAID FOR THE GOODS.**

**CONDITIONS TO WARRANTY CLAIM: Failure to comply with the following conditions shall waive your warranty claim and release and discharge Us from any liability for same.**

1. NOTICE. \_\_\_\_\_ In order to make a claim hereunder, **You must send to the original Supplier of the cooler**, or a cooler contractor authorized by Us, or Us, written notice of the claim made, describing the breach claimed with particularity, stating the date you first learned of it, with your name, address and daytime telephone number, the address at which the Goods are installed, and the model and serial number of the Goods, by mail or (if to Us, then you may also do this through our website (see details below)), and the written notice (or claim lodged through our website) must be received within the Relevant Warranty Period:

- If by mail to Us, then to:

Convair Cooler Corporation dba  
Seeley International (Americas)  
1002 South 56th Avenue  
Suite 101  
Phoenix, Arizona 85043  
United States of America; or

- If to Us through our website, then at:

[www.seeleyinternational.com/americaswarranty](http://www.seeleyinternational.com/americaswarranty)

2. **PROOF OF PURCHASE AND SERVICE RECORDS.** You shall, in our discretion, within the Relevant Warranty Period, either send to us at the address below, or make available for inspection by the authorized person or company who repairs or replaces the defective part or cooler: (i) the legible and unmodified original proof of purchase, which clearly indicates the name and address of the original retailer, the date and place of purchase, the product name or other product serial number, and show you as the original end-user customer for the Goods, (ii) all of your records of installation, service and maintenance carried out to the Goods, plus the up-to-date Maintenance Schedule (if same exists) in the Owner's Manual, and (iii) your name and contact details.

3. **SAFE ACCESS TO THE GOODS.** You shall provide Us, or the authorized person or company that repairs or replaces the defective part or cooler, safe access to your premises and the specific location on your premises where the Goods are installed so that We and/or that authorized person or company may safely access and inspect the Goods and, if a breach of warranty is confirmed, make repairs or replace parts, whichever remedy We elect in our discretion.

## **DISPUTE RESOLUTION.**

1. **GOVERNING LAW.** This Limited Warranty and all disputes arising from or related to the Climate Wizard® cooler sold herewith shall be governed by the Federal Arbitration Act and the laws of the State of Denver, excluding its conflicts of law rules and excluding application of the U.N. Convention on Contracts for the International Sale of Goods.

2. **FORUM.** All disputes arising from or related to this Limited Warranty or the Climate Wizard® cooler (including but not limited to the validity of this arbitration clause) shall be exclusively resolved by binding arbitration conducted by an arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association in Denver, Colorado. You waive the right to join your claim with the claims of any other claimants in a class action or other proceeding, to the maximum extent that such waiver is permissible. The courts in Denver, Colorado shall be the exclusive venue for ancillary relief in aid of arbitration, to which venue and jurisdiction all parties consent. The arbitral award shall be final and non-appealable and shall be enforceable in any court of competent jurisdiction. You agree to maintain the confidentiality of and not to disclose the claims made in the arbitration, the evidence submitted therein, or the arbitral award, subject to both parties' rights to entry of judgment upon the award by a court of competent jurisdiction. This arbitration clause shall be binding upon all parties to a claim that relates in any way to this Limited Warranty or the Climate Wizard® cooler, including Us, You, the Supplier, and all third parties.

3. ATTORNEYS' FEES AND COSTS. The prevailing party in any legal proceeding shall be entitled to recover its/his or her reasonable attorneys' fees and costs (including arbitration fees and costs paid).

4. BINDING EFFECT. This Limited Warranty is binding upon and shall inure to the benefit of Convair Cooler Corporation and its parent company, Seeley International Pty Ltd of Australia, which is the manufacturer of the Goods, and which has made a Limited Warranty to SIA that corresponds to this Limited Warranty; and to You and any person directly acquiring title to the Climate Wizard® cooler from You whilst in its original place of installation.

**MISCELLANEOUS.**

1. Severability. If any provision hereof is determined to be invalid or unenforceable, the remainder of this Limited Warranty shall continue in full and effect.
2. Captions. The captions or headings used for the provisions hereof are used for convenience only and shall not be interpreted to restrict the plain meaning of the provisions themselves.

To Contact Us:

Customer Service Department  
Convair Cooler Corporation dba  
Seeley International (Americas)  
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Suite 101  
Phoenix, Arizona 85043  
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[www.seeleyinternational.com/americaswarranty](http://www.seeleyinternational.com/americaswarranty)