

# Product Warranty



All new temperature control systems manufactured by Mokon are 100% factory calibrated and full load run tested for an extended period by a highly trained technician. Each Mokon system is guaranteed to be free from defective material or workmanship for the period stated. Please see below for specific warranty coverages by Mokon product.

## One-Year Warranty

- Blown Film Cooler Systems<sup>1</sup>
- Central Chiller Systems
- Central Chiller and Pump Tank Combination Systems (includes pumps, motors, tank, valves, plumbing and electrical components)
- ClearFlo and ClearFlo PLUS Systems
- Custom Oil Systems (pertains to specific models)
- Custom Water Systems (pertains to specific models)
- D-Scaler Systems
- Duratherm HTP and Duratherm MAX Water Systems<sup>1</sup>
- Full Range Combination Heating/Chilling Systems<sup>1</sup>
- Heat Transfer Oil Systems<sup>1</sup>
- Portable Chiller Systems<sup>1</sup>
- LeakMaster Negative Pressure Systems
- Pump Tank Systems (includes pumps, motors, tank, valves, plumbing and electrical components)

## Extended Warranty Program

- Duratherm, Hydrotherm and Minitherm Water Systems
- Pura-Therm Water, Portable Chiller and Combination Heating/Chilling Systems
- Xchange-Therm Water and Combination Heating/Chilling Systems
- Xtreme-Therm Water, Heat Transfer Oil, Portable Chiller and Combination Heating/Chilling Systems

**3 Year Warranty** – Starter, Motor, Contactors, Heater Bundle/Elements, Cooling Valve, Microprocessor Controllers with Special Features (Solid-State Controllers are only covered for one year)

**5 Year Warranty** – Pump Housing, Relief Valve, Safeties, Standard Microprocessor Controller, Casters

**Lifetime Warranty** – Pump Seal, Plumbing, Flow Diverter, All Fittings, Manifolds/Heater Canister

Any components not specifically listed above are guaranteed to be free of defective material and/or workmanship for a period of 3 years from the date of shipment.

## <sup>1</sup> Additional Warranty Coverage

**Blown Film Cooler Systems** – Cabinetry is covered by a lifetime warranty and the Blower Motors are covered by a two-year warranty.

**Duratherm HTP and Duratherm MAX Water Systems** – The standard microprocessor controller is guaranteed to be free of defective material and/or workmanship for three years.

**Full Range Heating/Chilling Systems, Heat Transfer Oil Systems and Portable Chiller Systems** – All standard microprocessor controllers are covered by a five-year warranty, microprocessors with special features are covered by a three-year warranty and solid-state controllers are covered by a one-year warranty.

## Warranty Information

Mokon warrants its products to be free from defects in materials and workmanship when used under recommended operating conditions and within the application the product was designed for. Mokon's warranty obligation is from the date of shipment and limited to the original customer - not transferable. Upon discovery of an alleged defect, the customer should contact the Mokon Service Department with the complete model number, serial number and the date of purchase.

Mokon's obligation under this warranty is limited to make good, from or at its factory, any parts that are returned to the company (prepaid) and deemed defective, within the period of the warranty. There is no labor component to this warranty, except when the refrigeration circuit of a chiller is found to be defective and needs to be opened. Refrigerant and any labor associated with its evacuation or replacement is not covered by this warranty for remote condenser systems. This warranty does not cover the cost of labor during overtime hours (after normal working hours or during weekends and holidays). Any cost differential for overtime labor will be the responsibility of the customer.

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This warranty will be voided when, in Mokon's opinion, the equipment and/or system has been subject to misuse, negligence or operation in excess of recommended limits or has been altered and/or repaired without express factory authorization. Note the following conditions will void warranty:

1. If equipment is or was installed in hostile environments, unless such conditions were specified at the time of purchase;
2. The serial number has been removed or defaced;
3. The equipment is damaged caused by corrosion or freeze up;
4. The chiller was operated with automotive anti-freeze;
5. The equipment was operated with any grease or fluids other than the type recommended in our instruction manuals, website or if not previously approved in writing by Mokon. Consult the Mokon service department with questions or requests to use materials not listed or approved for use.

The customer has the option of having a Mokon service technician or representing party come to its facilities (based on availability) if it issues a Purchase Order agreeing to pay for all reasonable labor time, transportation, food and lodging costs if the problem is not covered by this warranty. Repair and replacement in any manner provided above shall constitute a fulfillment of all liabilities of Mokon concerning the quality of the temperature control system.

No allowances, credits or reimbursements will be made for any replacement or repair made or provided for by the customer unless authorized in advance, in writing, by Mokon. Mokon is not responsible for any sales, use, excise or other applicable taxes associated with the replacement of parts under this warranty.

The warranty set forth above is in lieu of any and all other warranties expressed or implied including warranties of merchantability and fitness for a particular purpose. Mokon shall in no event be liable for any consequential damages or for any breach of warranty in an amount exceeding the original price.

## Important Notice

All statements, technical information and recommendations related to Mokon products are based

on information believed to be reliable, however, the accuracy or completeness is not guaranteed. Before using any Mokon product, you must evaluate it and determine if it is suitable for your intended application. You assume all risks and liability associated with such use. Any statements related to the product, which are not contained in Mokon current publications, or any contrary statements contained on your purchase order shall have no force or effect unless expressly agreed upon, in writing, by an authorized officer of Mokon.

## Indemnification for Supply Agreement / Hold Harmless Agreement

Indemnification the customer acknowledges that Mokon has no control over, and is not responsible for the manner in which the Product(s) will be used or otherwise dealt with by the customer.

The Customer hereby indemnifies and holds harmless from and against any and all claims, demands, actions, causes of action, penalties, fines and liabilities (including the cost of defense, settlement and reasonable attorneys' fees) by or to third parties that are held responsible for or become obligated to pay to such third party (ies), in whole or in part, arising from or associated with:

(a) The negligent act or omission or willful or intentional misconduct of the customer, or any person or entity under its control (including its employees, agents and representatives).

(b) A breach of this agreement.

(c) The failure to comply with any and all applicable federal, state, or local laws, statutes, regulations, rules, or ordinances (including, without limitation, creation and distribution of any MSDS).

(d) The use or operation of products provided, however, that the customer should have no indemnification obligation to the extent such claims was due to the negligent acts or omissions of Mokon.

## Limitation of Liabilities

In no event shall either party be liable to the other party for any indirect, special or consequential damages or lost profits, arising out of or related to this agreement or the performance or breach hereof, even if such other party has been advised of the possibility thereof.

For more information about our warranties, please contact Mokon.

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