

# LIMITED WARRANTY STATEMENT

## KUUL® EVAPORATIVE MEDIA

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### WARRANTY PERIOD

For one (1) year from the date of purchase, Portacool, LLC ("Portacool"), the manufacturer of Kuul Evaporative Media (the "Evaporative Media") warrants Evaporative Media found upon examination by authorized personnel to be defective in material and/or workmanship. Proof of purchase is required.

One hundred percent (100%) of Evaporative Media found to be defective within the applicable time periods described above are covered by this warranty and will be replaced.

### WARRANTY LIMITATIONS

**No warranty is available on 2" depth Kuul Evaporative Media.**

This Kuul Evaporative Media limited warranty is VOID if, upon examination by authorized personnel, any of the following conditions with regard to the Evaporative Media exist:

1. pH of water used in conjunction with the Evaporative Media is greater than 8 or less than 6;
2. Use of phosphates, wetting agents, aromatic hydrocarbons or any other chemical which may be used either on the Evaporative Media or in the water used in conjunction with the Evaporative Media which is not recommended or approved by Portacool;
3. Allowing the bottom of the Evaporative Media to be continuously immersed in water;
4. Any improper physical handling of the Evaporative Media, use of unapproved caustic chemicals on the Evaporative Media, or use of the Evaporative Media in any manner for which it is not intended;
5. Damage to the Evaporative Media caused by insects, rodents, animals and/or other pests; and/or
6. Dust or mineral build-up on the Evaporative Media.

**IN THE CASE OF A BREACH OF ANY IMPLIED OR WRITTEN WARRANTY RELATING TO THE EVAPORATIVE MEDIA, PORTACOOOL SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE LIMITS OF LIABILITY AGAINST PORTACOOOL FOR ANY SUCH BREACH SHALL NOT EXCEED THE COST OF REPLACEMENT OF THE EVAPORATIVE MEDIA. PORTACOOOL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Manufacturer reserves the right to investigate all warranty claims.

