

FRIO CONTROLS LIMITED WARRANTY AND RETURNS POLICY

This “**Limited Warranty**” comprises part of the products purchase agreement by and between Frio LLC (“**Frio**”) and Customer (the “**Agreement**”), and is subject to the terms and conditions thereof, including the warranty disclaimer and limitations of liability set forth therein. This Limited Warranty applies to the purchase and sale of the Product (as defined below) by Customer under Agreement. Capitalized terms used, but not otherwise defined, in this Limited Warranty have the meaning ascribed to them in the Agreement.

Limited Warranty. Frio warrants that product manufactured by Frio and purchased by Customer pursuant to the Agreement (the “**Product**”), whether purchased directly from Frio or from an authorized dealer, will be free from material defects in workmanship and materials under normal usage in accordance with the Specifications for a period of two (2) years from the date of shipment of such Product by Frio to Customer.

Warranty Conditions. The limited warranty described herein is valid only in the United States of America. The limited warranty described herein will not apply to any of the Product: (a) purchased from a third party other than an authorized dealer or distributor therefor; (b) with a factory-applied serial number that has been altered or removed; or (c) sold as used, refurbished, or that is so called “B stock” or consumables (such as batteries). The limited warranty described herein only applies if Customer notifies Frio in writing of the warranty breach before the expiration of the applicable warranty period. Without in any way limiting the generality of the other provisions in the Agreement, the limited warranty described herein does not apply to claims arising out of or relating to: (i) Product subject to accident, improper handling, use beyond rated capacity, water damage, electrical fault, or Customer’s or any third party’s negligence, abuse, misapplication, or misuse, of the Product or Frio Software, including any use of the Product or Frio Software other than as expressly authorized by Frio in writing, including, without limitation, in Frio’s operating instructions for such Product or Frio Software or the Specifications; (ii) any Product or Frio Software that is modified or altered by Customer or its representatives; (iii) installation or servicing other than by licensed electrician or heating ventilating and air conditioning (HVAC) contractor or improper installation of the Product or Frio Software; (iv) any third party equipment or software that is operated with or incorporated into the Product or Frio Software; (v) Customer’s failure to promptly install all updates to Frio Software that Frio has previously made available to Customer; (vi) Customer’s breach of any provision of any term or condition set forth in the Agreement; (vii) an End User’s breach of any term or condition set forth in the EULA; and (viii) acts of God, failure of electrical, internet or telecommunications service, fire, floods, earthquakes, lightning, accidents or any other circumstances or causes outside of the reasonable control of Frio.

Remedy. In the event of a breach of the limited warranty described herein, Customer’s sole remedy, and Frio’s sole liability, is for Frio, at its option, to repair or replace the affected Product, at no additional cost to Customer. If repair or replacement is not feasible, in Frio’s sole discretion, Frio may elect to refund payments made by Customer for such Product.

Claim Procedures. The Product subject to repair or replacement pursuant to this Limited Warranty requires a return materials authorization number (“**RMA**”). To obtain a RMA number, Customer must email info@frio.co with their return request. In connection with any repair or replacement pursuant to this Limited Warranty, Customer must deliver any affected Product within thirty (30) days of receipt of the Product by Customer, accompanied by: (a) a copy of a sales receipt for such Product (for the purposes of evidencing the date of purchase); and (b) a RMA for the defective Product obtained from Frio prior to initiating the shipment of the defective Product to Frio. If Customer returns a Product in compliance with the foregoing requirements, Frio shall replace or repair the returned Product as soon as reasonably practicable. The replacement Product may be new or refurbished, at Frio’s discretion, provided that any such replacement or repaired Product shall fully comply with the warranty terms set forth in the Agreement.

It is Customer's responsibility to backup any system configuration programming and data that may have been programmed into the Product. Data and software may be lost during repair or replacement hereunder and Customer acknowledges Frio will not be responsible for any such damage or loss.

All returned Products are subject to inspection by Frio. All returned Products must be in original packing and contain the original Product insert(s) and/or the instructions for use. Products which have been marked, affixed with stickers, or show any modification to Frio's product labeling or with damaged packaging or expired Products will not be accepted. If Customer desires to return a Product which is not defective, damaged, or delivered to Customer as a result of Frio's error, Customer must return the Products in unopened and original packaging. Acceptance of any return which is not due to a defect or damage, may be subject to Frio's sole discretion, and may be subject to a restocking fee as set forth herein.

Shipping and Delivery. An RMA may be obtained from Frio's customer service or sales representative for all returns. Each RMA is valid for sixty (60) days from the date of issue. Products returned without such sales receipt and/or a valid RMA will be returned to Customer at Customer's expense, with no further obligation by Frio to Customer in connection with such Product. All Products for return/replacement must be sent to:

FRIO RETURNS
141 Flushing Ave.
Suite 1111C
Brooklyn, NY 11205

Customer is responsible for paying the shipping costs for returning Products to Frio. All shipping costs are non-refundable. Frio is not responsible for return shipments lost in transit or received in damaged condition.

Refunds. Frio offers repair and replacement of Products in accordance with this Limited Warranty. Frio does not offer refunds to Customers for returned Products. If you have questions, please contact Frio sales or customer service.

Last Updated: September 13th, 2023, Frio Controls.