



COLD-ROOM PRODUCT WARRANTY AND DEFECTS LIABILITY TERMS

Applicable only to cold rooms and cold-room equipment supplied by LECOL

Complete cold room and equipment	1-year product warranty - cold-room enclosure, condensing unit, evaporator and control panel; no separate compressor warranty
Cold-room installation works	12-month Defects Liability Period where installation is performed by LECOL
Application	Domestic and commercial use; mandatory rights under Kenyan law remain unaffected

1. Scope, Application and Statutory Rights

1.1 These terms apply only to cold rooms and cold-room equipment supplied by Lifting Equipment Company Ltd. ("LECOL"), including the cold-room enclosure and associated refrigeration equipment to the extent supplied by LECOL. GREE and LECOOL air-conditioning units are governed by LECOL's separate Product Warranty and HVAC Defects Liability Terms.

1.2 LECOL warrants the covered cold room and cold-room equipment against manufacturing defects arising under normal, intended and properly maintained use. These terms are a commercial warranty and do not remove, restrict or replace any right, condition, warranty, remedy or liability that cannot lawfully be excluded or limited under the Constitution of Kenya, the Consumer Protection Act, the Sale of Goods Act or any other applicable Kenyan law.

1.3 A claim must be supported by a valid LECOL invoice, delivery note, warranty registration or other reasonable proof of purchase. Model, serial, batch and identification markings must remain intact where originally provided, except where their absence is not attributable to the Customer or the claim can otherwise reasonably be verified.

1.4 LECOL shall assess claims fairly, within a reasonable time and on objective technical evidence. A rejected claim shall, upon request, be accompanied by a brief written explanation of the principal reason for rejection.

2. Warranty Periods and Commencement

2.1 Complete cold room and cold-room equipment - The complete cold room supplied by LECOL is warranted for one year. This includes, to the extent supplied by LECOL, the insulated cold-room enclosure (wall and ceiling panels, insulated floor where supplied, door and associated hardware), condensing unit, evaporator and control panel. The compressor forms part of the one-year complete product warranty only; there is no separate or extended compressor warranty.

2.2 Cold-room installation works - Where LECOL performs the installation, the works are subject to the separate twelve-month Defects Liability Period in Clause 10.

2.3 For a supply-only cold room or item of cold-room equipment, the applicable product-warranty period starts on the date of delivery shown on LECOL's delivery note or invoice. Where LECOL installs and commissions the cold room, the product-warranty period starts on successful commissioning, unless commissioning or handover is delayed for reasons not attributable to LECOL, in which case it starts on the earliest of handover, first use or seven days after LECOL gives written notice that the cold room is complete and ready for commissioning or handover.

2.4 A longer warranty specifically stated in a signed quotation, contract, invoice or manufacturer-backed LECOL offer shall prevail for the relevant cold room or item of equipment. No transaction-specific term shall reduce any mandatory statutory right.

3. Covered Remedy

3.1 Following inspection and acceptance of a valid claim, LECOL shall provide an appropriate remedy by repairing the defective cold room, equipment or component, replacing the defective component or item, supplying an equivalent item where the original is unavailable, or providing another remedy where required by applicable law.

3.2 Replaced products and parts become the property of LECOL. LECOL may retain them for technical examination, supplier recovery or safe disposal.

3.3 Repair or replacement shall not restart or extend the applicable warranty period. Upon successful completion and testing of a repair or replacement, LECOL's obligation in respect of the specific defect giving rise to that claim shall be deemed discharged. For the avoidance of doubt, any other component or part of the cold room or cold-room equipment that was not the subject of that repair or replacement shall continue to be covered against qualifying defects for the unexpired balance of the original warranty period, subject to these terms and exclusions. Any subsequent failure of the repaired or replaced product or component shall be subject to fresh inspection and shall qualify for a further remedy only where attributable to defective repair workmanship, a defective replacement product or component, or where otherwise required by law. No further remedy in respect of the repaired or replaced product or component shall be provided where the subsequent failure arises from an excluded cause.

3.4 LECOL shall be allowed a reasonable opportunity to inspect, diagnose, obtain parts and complete the remedy. The Customer shall take reasonable steps to prevent further damage and preserve the cold room, equipment and relevant evidence pending inspection.

4. LECOL-Installed and Supply-Only Cold Rooms or Equipment

4.1 Where the cold room or equipment was originally installed by LECOL and remains at the original installation site, an accepted claim includes reasonable site inspection, transport, labour, parts, refrigerant and related materials reasonably required to complete the covered repair within LECOL's original scope.

4.2 Where LECOL supplied but did not install the cold room or equipment, the Customer shall deliver removable equipment to, and collect it from, the LECOL workshop at the Customer's cost and risk where reasonably practicable. If assessment confirms a covered defect, LECOL shall provide the required workshop labour and covered parts or replacement without charge.

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4.3 Any requested site attendance, removal, transport, reinstallation, access work or collection for supply-only or third-party-installed cold rooms or equipment is chargeable unless LECOL agrees otherwise in writing or the charge is prohibited by law.

4.4 The Customer shall provide clear, safe and unobstructed access. Extraordinary travel, accommodation, marine or air transport, after-hours work, scaffolding, lifting equipment, specialist access, removal of obstructions and work in hazardous or inaccessible locations are chargeable unless expressly included in the original scope or required because of a defect for which LECOL is legally responsible.

5. Customer Obligations

5.1 The Customer shall:

- a. use the cold room only for its agreed purpose and within its rated capacity, temperature range, environmental limits and operating instructions;
- b. ensure any installation, wiring, refrigeration work, commissioning, servicing and repairs not performed by LECOL are performed by appropriately qualified persons in accordance with applicable law and standards;
- c. provide correct power supply, earthing, circuit protection, ventilation, drainage, surge and phase protection and any other protection reasonably required for the system;
- d. carry out routine cleaning, preventive maintenance and servicing at intervals appropriate to the equipment, environment and intensity of use, and retain reasonable service evidence;
- e. use genuine or manufacturer-approved components, refrigerants, accessories and consumables;
- f. stop using and isolate equipment that appears unsafe or is likely to suffer further damage, and notify LECOL promptly;
- g. permit LECOL to inspect before the cold room or equipment is dismantled, altered, repaired or disposed of by another person, except where immediate action is reasonably necessary for safety or loss mitigation; and
- h. maintain appropriate temperature alarms, monitoring, standby power, backup capacity, contingency procedures and insurance for stock or other contents.

6. Cold-Room Design, Performance and Use Conditions

6.1 Cold-room selection and performance depend on the design information supplied or approved by the Customer, including room dimensions, insulation, ambient conditions, target temperature, product type and entry temperature, product loading, pull-down requirement, door openings, occupancy, lighting, equipment heat load and available electrical supply.

6.2 The warranty does not cover inadequate performance caused by inaccurate or incomplete design information, changed use, overloading, excessive door opening, damaged insulation or vapour barriers, blocked airflow, poor housekeeping, inadequate ventilation, unauthorised adjustment or operation outside the agreed design basis.

6.3 A refrigeration system is not fail-safe and this warranty is not a guarantee of uninterrupted cooling. The Customer remains responsible for alarms, temperature records, emergency response, standby power, backup storage and insurance for stock or other contents, subject always to any liability that cannot lawfully be excluded.

6.4 Unless expressly included in LECOL's written scope, the product warranty and Defects Liability Period do not cover the building structure, civil works, waterproofing, drainage outside the refrigeration scope, third-party power systems, remote networks, stock, shelving or equipment supplied by others.

7. Warranty Exclusions

7.1 The warranty does not cover a defect, failure, deterioration or damage to the extent caused or materially contributed to by:

- a. incorrect selection, design, sizing, installation, testing, commissioning, adjustment, wiring or workmanship by anyone other than LECOL;
- b. misuse, negligence, accident, abuse, tampering, unauthorised modification, dismantling or repair;
- c. damage during storage, handling, loading, transportation or delivery after risk has passed to the Customer, unless caused by LECOL;
- d. abnormal voltage, voltage surge, phase loss or imbalance, unstable generator or solar supply, poor earthing, incorrect wiring, inadequate circuit protection or electrical events beyond the equipment rating;
- e. failure to inspect, clean, maintain, service, replace filters or perform other routine care;
- f. contamination by oil, water, moisture, salt mist, chemicals, incompatible refrigerants, dust, cement, construction debris or foreign matter;
- g. pests, insects, rodents, lizards, birds or similar intrusion;
- h. excessive heat, humidity, corrosive surroundings, marine exposure, animal-farm conditions, explosive atmospheres or operation outside rated conditions;
- i. fire, lightning, flooding, storm, theft, vandalism, civil disturbance, accident or other external or natural event;
- j. ordinary wear and tear, cosmetic marks not affecting function, consumable depletion, routine calibration or components normally requiring periodic replacement;
- k. counterfeit, incompatible or non-approved parts, refrigerants, controls, accessories or consumables; or
- l. disconnection, relocation, alteration, repair or reuse by a third party where that intervention caused or obscured the defect.

7.2 A manufacturing defect remains covered where it is independent of, and was not caused or materially contributed to by, an excluded circumstance. An exclusion applies only to the extent of the proven causal contribution of that circumstance.

8. Claims, Diagnosis and Chargeable Work

8.1 A claim may be made in person or by any reasonable communication channel made available by LECOL, including telephone, WhatsApp, email or the LECOL website. The notice should identify the Customer, invoice or proof of purchase, cold-room location, equipment model or serial number, symptoms and relevant photographs, temperature records or service records where available.

8.2 LECOL may inspect, test, open or retain removable equipment for a reasonable period necessary to determine the cause. The Customer shall disclose prior repairs, installation details, operating conditions and any event that may have affected the cold room or equipment.

8.3 If inspection establishes that no covered defect exists, or that the problem resulted from an excluded cause, LECOL may charge reasonable diagnosis, attendance, transport, labour, refrigerant, materials and testing costs. The Customer shall be informed before non-warranty repair work is undertaken.

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8.4 Where a consumer agreement includes an estimate, LECOL shall not exceed the estimate by more than the amount permitted by applicable law without the Customer's agreement to the additional or different work.

8.5 No claim is invalid solely because it was not submitted on a particular form, provided the claim, cold room and equipment can reasonably be identified and any mandatory legal notice requirement has been met.

9. Relocation and Third-Party Intervention

9.1 Disconnection, relocation, alteration or repair by a third party terminates LECOL's responsibility for the original installation works to the extent that the work can no longer be verified or the intervention caused or contributed to the defect.

9.2 The remaining product manufacturing warranty continues for a manufacturing defect unrelated to the relocation, alteration, repair or third-party installation, subject to inspection and these terms.

10. Cold-Room Defects Liability Period

10.1 Where LECOL performs cold-room installation works, LECOL remains responsible for defects directly attributable to its design where expressly included in its scope, supplied materials, workmanship, installation, testing or commissioning for twelve months from successful commissioning and issuance of the Completion Certificate.

10.1.1 If commissioning, handover or issuance of the Completion Certificate is delayed for reasons not attributable to LECOL, the Defects Liability Period starts on the earliest of:

- a.** handover of the works;
- b.** first use or occupation of the cold room; or
- c.** seven days after LECOL gives written notice that the works are complete and ready for commissioning or handover.

10.2 For a valid Defects Liability Period claim, LECOL shall inspect and repair or replace defective refrigeration equipment, components and cold-room works within its original contractual scope, including the related labour, parts, reasonable transport, testing and recommissioning.

10.3 The Customer shall, at its cost and risk, provide clear and safe access and arrange all opening-up, removal, protection and reinstatement of walls, ceilings, floors, masonry, finishes, waterproofing, painting, structural elements and other builder's or non-refrigeration works, unless those works were expressly included in LECOL's original contractual scope or the law requires otherwise.

10.4 LECOL is not obliged to perform, arrange, coordinate or supervise builder's or non-refrigeration works unless separately agreed and priced in writing. This clause does not exclude liability that cannot lawfully be excluded.

10.5 The product warranty and the Defects Liability Period are separate obligations, run independently and do not extend or restart one another. The exclusions and limitations in this document apply to the Defects Liability Period where relevant and lawful.

11. Completion, Testing and Customer Acceptance

11.1 Commissioning, handover, a Completion Certificate, delivery note or customer sign-off records completion and apparent condition but does not waive a latent defect, a valid warranty claim or a right that cannot lawfully be waived.

11.2 Minor outstanding items that do not prevent safe and substantial use may be recorded on a snag list and completed within a reasonable agreed period without delaying commencement of the warranty or Defects Liability Period, unless the parties agree otherwise in writing.

12. Limitation of Liability and Risk Allocation

12.1 To the fullest extent permitted by law, LECOL is not liable under this commercial warranty for indirect, special or consequential loss, including loss of profit, revenue, business, production, use, data, goodwill, accommodation, business interruption, stock, stored products, food, medicines or other contents, or the cost of substitute premises or equipment.

12.2 The Customer acknowledges that cold rooms and refrigeration equipment can fail despite reasonable care and shall maintain appropriate alarms, temperature monitoring, backup power, contingency arrangements and insurance. LECOL is not an insurer of stored contents or the Customer's business risks.

12.3 Subject to Clause 12.4, LECOL's total monetary liability arising from the affected cold room, equipment or installation shall not exceed the amount paid to LECOL for that affected cold room, equipment or affected portion of the works. Where loss was caused or contributed to by several factors, LECOL is responsible only to the extent legally attributable to it.

12.4 Nothing in these terms excludes or limits any mandatory consumer right or remedy, compensation for loss or injury where the law prohibits limitation, liability for death or personal injury caused by LECOL's negligence, fraud, wilful misconduct, gross negligence, or any other liability that cannot lawfully be excluded or limited.

13. General Conditions

13.1 This commercial warranty is issued to the original Customer. A lawful user, beneficiary or successor retains any rights independently conferred by applicable law. Transfer of the additional commercial warranty requires LECOL's prior written approval, which shall not be unreasonably withheld where the cold room remains identifiable and at the original site.

13.2 A signed quotation or contract containing transaction-specific warranty terms prevails to the extent of any inconsistency, provided it does not reduce a mandatory statutory right. A longer expressly stated warranty prevails over the general period in this document.

13.3 No salesperson, technician, installer or agent may enlarge or vary this warranty unless the variation is recorded in writing and authorised by LECOL. This does not prevent a consumer from relying on a representation where applicable law provides a remedy for it.

13.4 If any provision is invalid, unlawful or unenforceable, it shall be severed or limited to the minimum extent necessary and the remaining provisions continue in force. Any ambiguity shall be interpreted in accordance with applicable Kenyan law, including any rule requiring interpretation in favour of the consumer.

13.5 These terms are governed by the laws of Kenya. The parties may attempt good-faith negotiation or consensual dispute resolution after a dispute arises, but nothing prevents a consumer from using any court, regulator or remedy available under law.

13.6 Warranty assistance: contact any LECOL branch, telephone or WhatsApp 0752 222222, or use the contact channel published at www.lecolkenya.com. Customers should retain their invoice and cold-room identification details.

This document is intended for publication with LECOL cold-room quotations and projects. Transaction-specific technical schedules, design assumptions and maintenance requirements remain applicable.