



PRODUCT WARRANTY AND HVAC DEFECTS LIABILITY TERMS

Applicable only to GREE and LECOOL air-conditioning units supplied by LECOL

Complete unit warranty	2 years - all GREE and LECOOL air-conditioning models
Compressor warranty	5 years - one compressor replacement per unit
LECOL HVAC installation works	12-month Defects Liability Period
Application	Domestic and commercial use, subject to these terms

1. Product Warranty

1.1 LECOL warrants only GREE and LECOOL branded air-conditioning units supplied by LECOL against manufacturing defects arising under normal use, operation and maintenance. This warranty does not apply to other LECOOL-branded HVAC products, including cold rooms, cold-room equipment, electric air curtains, copper coils, refrigerant gases or accessories.

1.2 The warranty applies only to equipment supported by a valid LECOL invoice or other reasonable proof of purchase and is subject to inspection and reasonable assessment by LECOL to determine whether the claim falls within these warranty terms, without prejudice to any rights that cannot lawfully be excluded.

1.3 This is a limited warranty covering the repair or replacement of defective equipment or components in accordance with these terms.

2. Warranty Periods

2.1 The complete GREE or LECOOL air-conditioning unit, including its factory-installed components, is warranted for two years from the date of purchase, subject to these terms and exclusions.

2.2 The compressor is warranted for five years from the date of purchase, limited to one compressor replacement per unit during the five-year period.

2.3 During the first two years, the compressor forms part of the complete-unit warranty. After expiry of the two-year complete-unit warranty, and until expiry of the fifth year, the warranty applies to the compressor only.

2.4 The five-year compressor warranty is separate from the twelve-month Defects Liability Period under Clause 12. Clause 12 applies only to defects directly attributable to LECOL's HVAC installation works and does not reduce, replace, extend or restart the compressor warranty. Only one compressor replacement is permitted during the original five-year warranty period.

3. Warranty Remedy

3.1 Following inspection and acceptance of a valid claim, LECOL may, at its reasonable discretion:

- repair the defective equipment or component;
- replace the defective component; or
- repair or replace the defective component with an equivalent component where the original component is unavailable.

3.2 Replaced parts shall become the property of LECOL.

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. The five-year compressor warranty remains limited to one compressor replacement per unit. Any subsequent failure of a repaired or replaced component shall be subject to fresh inspection and shall qualify for a further remedy only where attributable to defective repair workmanship, a defective replacement component, or where otherwise required by law. No further remedy shall be provided where the subsequent failure arises from an unrelated or excluded cause.

4. Equipment Originally Installed by LECOL

4.1 Where the equipment was originally installed by LECOL and remains at the original installation site, an accepted warranty claim shall include inspection, reasonable transport, labour, refrigerant and related materials required to complete the covered repair.

5. Supply-Only or Third-Party-Installed Equipment

5.1 Where LECOL supplied but did not install the equipment, the Customer shall deliver the equipment to, and collect it from, the LECOL workshop at the Customer's own cost and risk.

5.2 Where the workshop assessment confirms a valid manufacturing-warranty claim, LECOL shall provide the required workshop labour, refrigerant and related repair materials without charge.

5.3 Any requested site attendance, removal, transport, reinstallation or collection for supply-only or third-party-installed equipment shall be chargeable unless expressly agreed otherwise in writing.

6. Customer Obligations

6.1 The Customer shall:

- provide reasonable proof of purchase and ensure that the model and serial numbers remain intact;
- operate and maintain the equipment in accordance with the manufacturer's instructions;
- regularly clean filters and arrange appropriate preventive servicing, particularly in commercial, dusty, corrosive or heavy-use environments;
- use genuine or manufacturer-approved parts and accessories;
- permit LECOL to inspect the equipment before any repair, dismantling or alteration is undertaken by another person; and
- ensure that new equipment is installed using correctly sized, new refrigeration-grade copper tubing unless reuse of existing pipework has been approved by LECOL in writing.

7. Warranty Exclusions

7.1 This warranty does not cover any defect, failure or damage to the extent caused or contributed to by:

- a.** incorrect installation, design, selection, application, testing, commissioning or workmanship by anyone other than LECOL;
- b.** misuse, negligence, accident, tampering, unauthorised modification, dismantling or repair;
- c.** damage during handling, storage or transportation after delivery or collection, unless caused by LECOL;
- d.** abnormal voltage, voltage surges, phase loss or imbalance, unstable generator supply, poor earthing, incorrect wiring or inadequate electrical protection;
- e.** failure to clean, maintain or service the equipment appropriately;
- f.** contamination by oil, water, salt mist, chemicals, dust, construction debris or other foreign matter;
- g.** pests, insects, rodents, lizards or similar intrusion;
- h.** excessive heat, corrosive surroundings, cement dust, animal-farm conditions or use outside the equipment's rated operating conditions;
- i.** fire, lightning, flooding, theft, accident, civil disturbance or other external or natural event;
- j.** ordinary wear and tear, consumables, accessories, batteries and components normally requiring periodic replacement; or
- k.** disconnection, relocation or alteration of the equipment or associated pipework by anyone other than LECOL.

7.2 Manufacturing defects remain covered only where they are independent of, and were not caused or materially contributed to by, an excluded circumstance.

8. Access and Chargeable Attendance

8.1 The Customer shall provide clear, safe and unobstructed access to the equipment.

8.2 Additional charges may apply where attendance requires extraordinary travel, accommodation, marine or air transport, after-hours work, scaffolding, lifting equipment, specialised access equipment, removal of obstructions or work in hazardous or inaccessible locations.

8.3 Where inspection establishes that no covered defect exists, or that the problem resulted from an excluded cause, LECOL may charge for inspection, diagnosis, transport, labour, refrigerant, materials, testing and attendance.

9. Relocation and Third-Party Intervention

9.1 Relocation, disconnection, alteration or repair by a third party shall terminate LECOL's responsibility for the original installation works.

9.2 The remaining product manufacturing warranty shall continue only for a manufacturing defect unrelated to the relocation, alteration, repair or third-party installation.

10. Limitation of Liability

10.1 LECOL's obligations under this warranty shall be limited to the inspection, repair or replacement expressly provided for in this document.

10.2 To the fullest extent permitted by law, LECOL shall not be liable for any indirect, special or consequential loss, including loss of profit, revenue, business, use, production, stock, stored products, accommodation or business interruption.

10.3 Subject to Clause 10.4, LECOL's total monetary liability arising from the affected equipment or HVAC works shall not exceed the amount paid to LECOL for the affected equipment or the affected portion of the HVAC works.

10.4 Nothing in this Clause shall exclude or limit 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.

11. General Conditions

11.1 This warranty applies to the original Customer and is not transferable without LECOL's prior written approval.

11.2 Where a signed quotation or contract contains warranty terms specifically agreed for a transaction, those terms shall prevail to the extent of any inconsistency.

11.3 Nothing in this document excludes or limits any right or liability that cannot lawfully be excluded or limited under Kenyan law.

12. Supplier Defects Liability - HVAC Works

12.1 Where LECOL performs HVAC installation works, LECOL shall remain responsible for defects directly attributable to its design, where expressly included in its scope, materials, workmanship, installation, testing or commissioning for a period of twelve months from successful commissioning and issuance of the Completion Certificate.

12.1.1 Where commissioning, handover or issuance of the Completion Certificate is delayed for reasons not attributable to LECOL, the Defects Liability Period shall commence upon the earliest of:

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

12.2 LECOL's obligations shall be limited to inspecting, repairing or replacing defective HVAC equipment, components and HVAC works within LECOL's original contractual scope, including the related labour, parts, reasonable transport, testing and recommissioning.

12.3 The Customer shall, at its own cost and risk:

- a.** provide clear, safe and unobstructed access to the defective HVAC works; and
- b.** arrange all opening-up, removal, protection and reinstatement of walls, ceilings, floors, masonry, finishes, waterproofing, painting, structural elements and any other builder's or non-HVAC works.

12.3.1 LECOL shall not be obliged to perform, arrange, coordinate or supervise such builder's or non-HVAC works unless they were expressly included in LECOL's original contractual scope or separately agreed and priced in writing. Nothing in this Clause excludes any liability that cannot lawfully be excluded under Kenyan law.

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