

PORTACOOOL™ EVAPORATIVE COOLER LIMITED WARRANTY INFORMATION-Exhibit C

ONE YEAR WARRANTY

For one (1) year from date of purchase, Portacool, LLC (hereafter "Portacool") warrants any original component part or parts of its Portacool Cyclone™ series portable evaporative coolers (the "Equipment") that are found, upon examination by factory-authorized personnel, to be defective in material or workmanship.

If the Equipment and/or its original component parts, develop a defect covered by this limited warranty within the applicable time periods described above, the same may be repaired by the customer after receiving the appropriate parts from Portacool or entirely replaced with a new product of the same by Portacool at the option of Portacool.

All transportation charges for shipment of the Equipment and/or its component parts that are submitted for replacement or repair under this warranty must be borne by the purchaser.

This warranty is void if: i) the Equipment and/or its component parts are found to have been misused, abused, repaired by or tampered with by unqualified personnel; ii) any of the product's component parts have been replaced with parts that were not authorized Portacool replacement parts; iii) the product has been modified in any way (other than repairs made by qualified individuals with Portacool replacement parts); iv) the product has not been appropriately registered by its original purchaser; or v) the customer cannot show proof of purchase as the product's original owner.

THREE YEAR WARRANTY

For three (3) years from date of purchase, Portacool, LLC (hereafter "Portacool") warrants any original component part or parts of its Portacool Jetstream™ series portable evaporative coolers (the "Equipment") that are found, upon examination by factory-authorized personnel, to be defective in material or workmanship.

If the Equipment and/or its original component parts, develop a defect covered by this limited warranty within the applicable time periods described above, the same may be repaired by the customer after receiving the appropriate parts from Portacool or entirely replaced with a new product of the same by Portacool at the option of Portacool.

All transportation charges for shipment of the Equipment and/or its component parts that are submitted for replacement or repair under this warranty must be borne by the purchaser.

This warranty is void if: i) the Equipment and/or its component parts are found to have been misused, abused, repaired by or tampered with by unqualified personnel; ii) any of the product's component parts have been replaced with parts that were not authorized Portacool replacement parts; iii) the product has been modified in any way (other than repairs made by qualified individuals with Portacool replacement parts); iv) the product has not been appropriately registered by its original purchaser; or v) the customer cannot show proof of purchase as the product's original owner.

FIVE YEAR WARRANTY

For five (5) years from date of purchase, Portacool, LLC (hereafter "Portacool") warrants any original component part or parts of its Portacool Hurricane™ series portable evaporative coolers (the "Equipment") that are found, upon examination by factory-authorized personnel, to be defective in material or workmanship.

If the Equipment and/or its original component parts, develop a defect covered by this limited warranty within the applicable time periods described above, the same may be repaired by the customer after receiving the appropriate parts from Portacool or entirely replaced with a new product of the same by Portacool at the option of Portacool.

All transportation charges for shipment of the Equipment and/or its component parts that are submitted for replacement or repair under this warranty must be borne by the purchaser.

This warranty is void if: i) the Equipment and/or its component parts are found to have been misused, abused, repaired by or tampered with by unqualified personnel; ii) any of the product's component parts have been replaced with parts that were not authorized Portacool replacement parts; iii) the product has been modified in any way (other than repairs made by qualified individuals with Portacool replacement parts); iv) the product has not been appropriately registered by its original purchaser; or v) the customer cannot show proof of purchase as the product's original owner.

LIFETIME WARRANTY

Notwithstanding anything herein to the contrary, Portacool warrants its Cyclone 110, 120, 130, 140 and 160; Jetstream 220, 230, 240, 250, 260 and 270; Hurricane 360 and 370; and Hazardous Location 260 and 270 housings for the full lifetime of the product to the extent they are found, upon examination by factory-authorized personnel, to be defective in material or workmanship. The Lifetime Warranty on product housings is void if the housing is found upon examination by Portacool to have been misused, abused, or otherwise tampered with by unqualified personnel. The Lifetime Warranty on product housings does not cover ordinary wear and tear and is non-transferrable.

PORTACOOOL LIMITATION OF LIABILITY IN THE CASE OF A BREACH OF ANY IMPLIED OR WRITTEN WARRANTY RELATING TO THE EQUIPMENT AND/OR ITS COMPONENT PARTS, 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 OR REPAIR OF THE EQUIPMENT.

Warranty Return Request Procedures

If there is an issue with your Portacool® portable evaporative cooler, please turn off the product, disconnect from power source and contact Portacool Customer Service for assistance by any of the following methods to initiate a Warranty Return Request:

1. Call us at 1-800-695-2942;
2. Visit us online at <https://portacool.com/warranty-return-request-form/> and complete the Warranty Return Request Form to initiate the return process.
3. Complete the Return Request and mail the form to Portacool, LLC, Attn: Customer Service, 711 FM 2468, Center, TX 75935;
4. Complete the Return Request and fax it to 1-936-598-8901, OR
5. Complete the Return Request and return it by email to: returns@portacool.com

If you need to register your product, please visit our warranty registration page on this site. For warranty replacement of defective parts, please refer to our warranty policy first.

Once we receive the Return Request, a case will be processed. Please ensure your Return Request is completed in its entirety. Incomplete Return Request will not be processed without additional information. If Customer Service determines the claim is valid and a replacement part is required, Portacool will process the replacement order to be shipped to you.

We make every effort to respond to your technical concerns within a 24-hour period from receipt of the claim. Customer Service is available for Warranty Return Requests from 7:30 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, exclusive of most holidays.

What is needed to complete and process a Warranty Return Request?

All warranty returns require the submission of a completed Warranty Return Request Form.

There are two options for processing a warranty return on Component Parts. The Customer/Distributor must contact Customer Service and/or submit the completed Return Request; and:

1. Once the completed Return Request and the image of the manufacturer label from the defective item is received, the replacement item will be sent, freight prepaid, and at no charge; OR
2. The Customer/Distributor can pay the core charge for the replacement item, Portacool will ship the replacement item freight prepaid, and upon receipt of the image of the manufacturer label from the defective item, credit will be issued for the core charge.

Replacement of Component Parts

For replacement of component parts, Portacool does not require the defective component to be returned to Portacool unless requested otherwise.

Replacement of Portacool® Portable Evaporative Cooler

If requesting a warranty replacement of a complete Portacool portable evaporative cooler, please contact us at 1-800-695-2942 for assistance.

- Please have the following information readily available when you contact us by phone:
- The Portacool evaporative cooler serial number; and date code for certain models
- The Portacool evaporative cooler model number (ex. PACJS260XXX)
- The part number or description of the part to be replaced
- The purchase date of the Portacool evaporative cooler

For replacement of a Portacool portable evaporative cooler, we will require the defective cooler to be returned to Portacool.

Conditions

Portacool reserves the right to make the final determination to process and authorize a Return Request, based on its own evaluation of the evaporative cooler and all components, as to whether:

- a) The problem in question is the result of a defect in design, workmanship, or materials, and not a result of an error, misuse, or abuse of the unit under the exclusions detailed below;
- b) Noise heard during operation is within normal operating levels, in which case this warranty would be inapplicable. Note: Certain electrical, motor, or other operating noise may be impossible to eliminate due to the fan design and/or site conditions. Dissatisfaction with normal operating noise levels is not covered by this warranty.
- c) Adverse site conditions, (including, but not limited to, excessive dust, unstable electric service, or any other unknown or unforeseen condition that affects the proper operation of the products) or improper application is determined to be the basis for the failure.

What is not covered?

1. Products purchased from any entity other than Portacool or a Portacool Authorized Distributor. You may be asked to provide a proof of purchase upon requesting a warranty return.
2. Product or components where the serial number or part number sticker has been removed or defaced.
3. Defects, malfunctions, failure or physical damage caused by unauthorized service/parts and adverse site conditions, mishandling, modifications, or damage while in your possession including failure to provide reasonable and necessary maintenance.
4. Normal changes to the finish caused by ordinary use or damage to non-factory applied finishes.
5. Damage or failure caused by the subjection of the product to conditions outside its design limitations.
6. Product not properly registered with our warranty program.