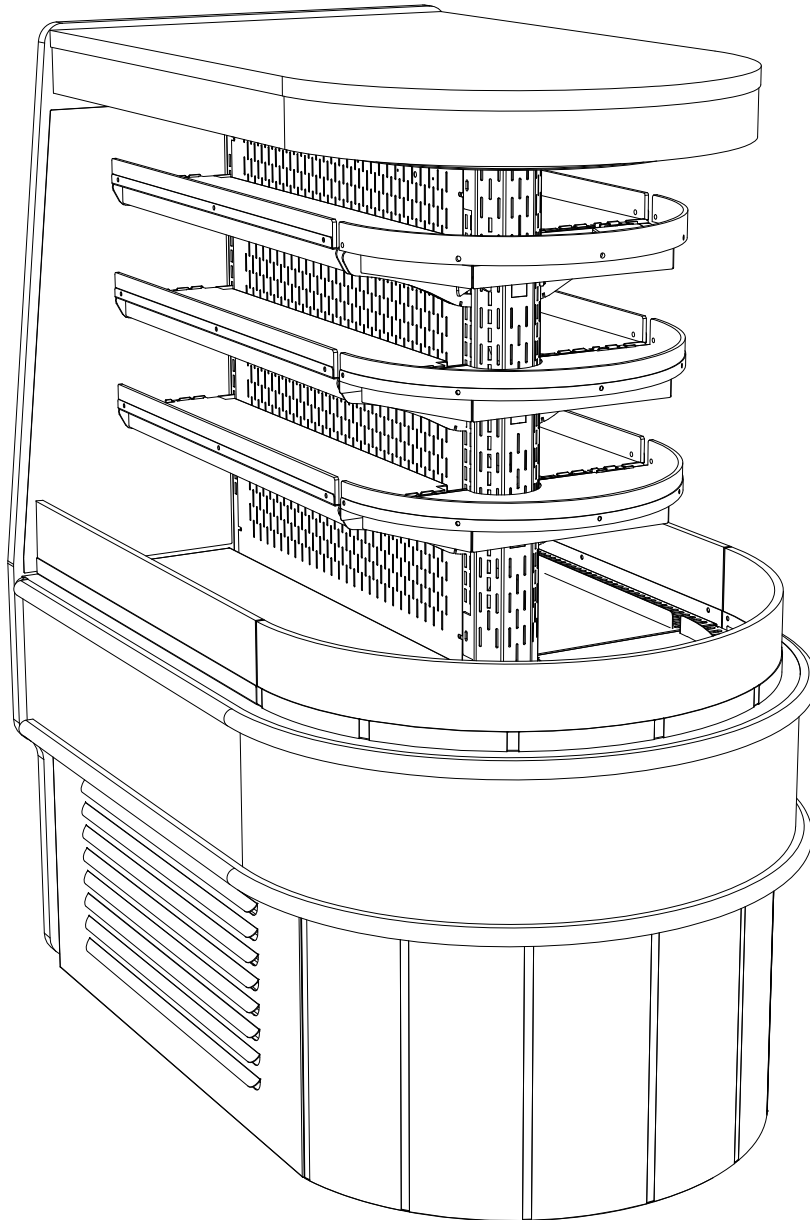




# INSTALLATION & OPERATING MANUAL

PN 54306

## MULTI-PURPOSE SELF-SERVICE REFRIGERATED MERCHANDISER



Model FSE45R.....36 5/8L" x 51 5/16"D x 61"H\*\*

\*\* With levelers extended 1 5/8" below base frame



**Structural**

Concepts

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## OVERVIEW AND WARNINGS

### OVERVIEW

- \*The Structural Concepts® Oasis refrigerated service cases are designed to merchandise products at 41°F or less temperatures.
- These cases should be installed and operated according to the following instructions to insure proper performance.
- This unit is designed for the display of products in ambient store conditions where temperatures and humidity are maintained at a maximum of 75°F and 55% relative humidity.



**WARNING**  
Risk of Electric Shock.  
Disconnect Power Before Servicing Unit



**WARNING**  
Hazardous Moving Parts.  
Do Not Operate unit with covers removed.  
Fan blades may be exposed when deck panel is removed.  
Disconnect power before removing deck panel.



**WARNING**  
Evaporator Tray is Hot



**CAUTION**  
Lamps have been treated to resist breakage and must be replaced with a similarly treated lamp.

## 1. Remove Unit From Skid

**For your safety, the equipment is furnished with a properly grounded cord connector. Do not attempt to defeat the grounded connector.**

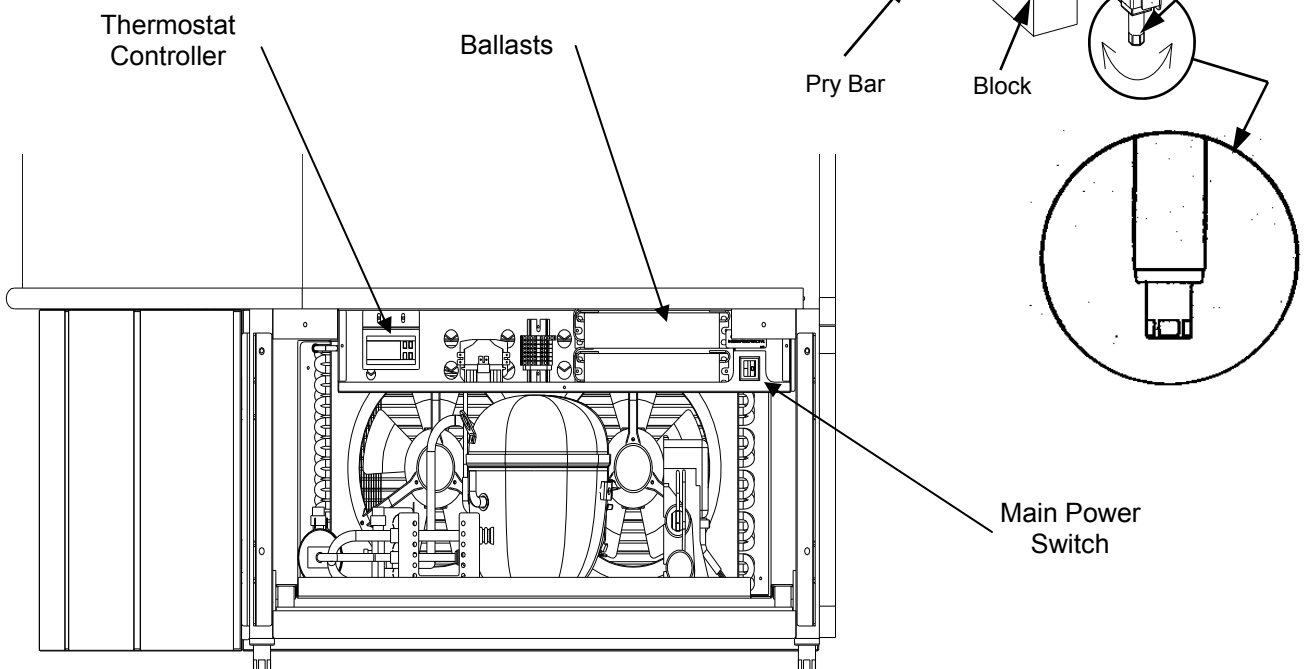
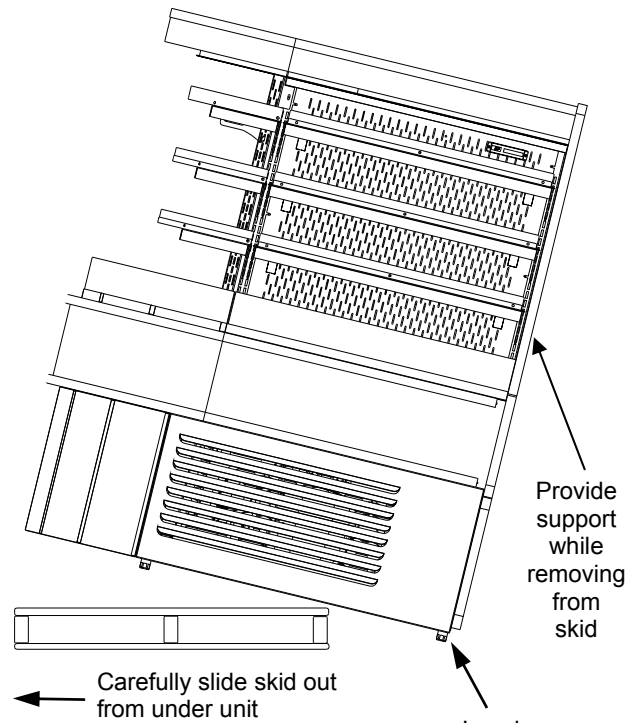
- Remove case from skid and place in proper location.
- Plug cord into certified electrical outlet with a ground.

## 2. Position and Level Unit

- Position Unit. Level unit by either hand-cranking or using adjustable wrench. (See below right)

## 3. Merchandiser Start-Up

- Lift off exhaust grill on customer right side of unit.
- Turn on Main Power Switch at right rear side of case.
- Main Power Switch will start evaporator coil fans, and the compressor motor.

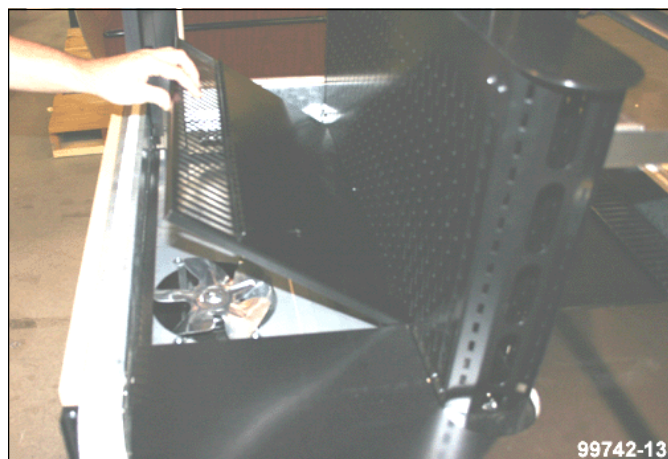


**Merchandise Start-Up, Continued**

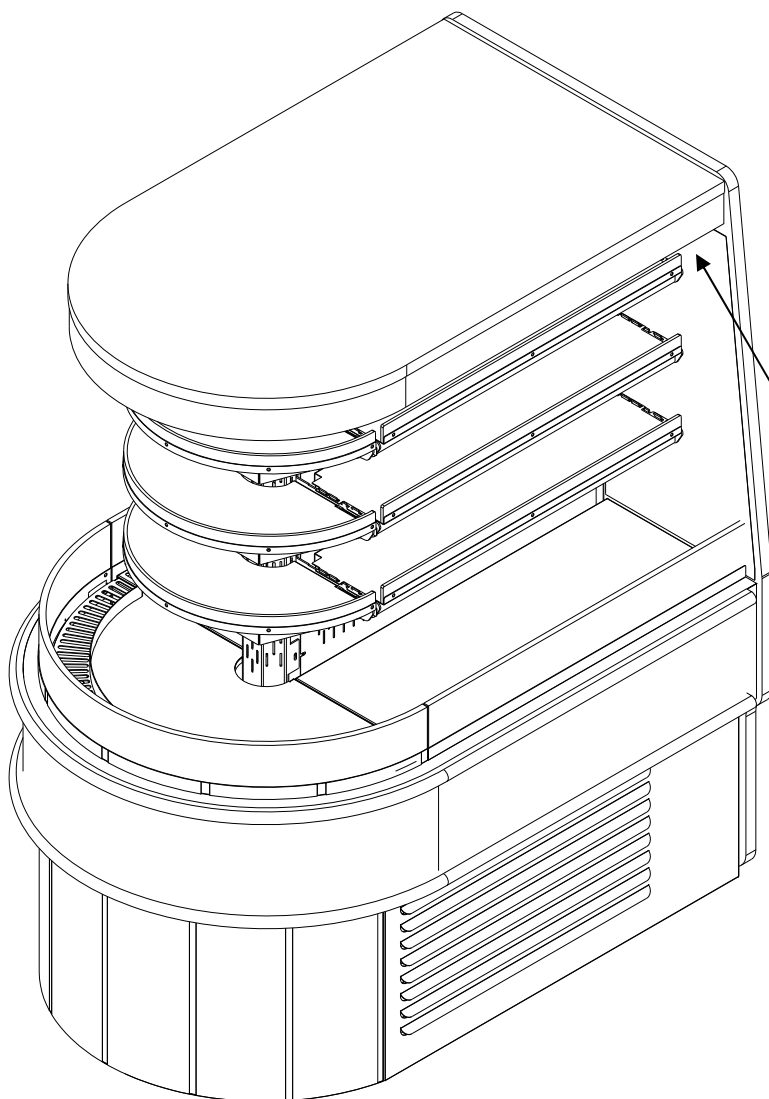
After power has been supplied, evaporator coil fans and compressor motor will be operational.

- To verify fans are operational, lift up deck pans; check to see that the coil fans are all functioning properly.
- Light switch is located inside on the plenum top toward back of the unit (see illustration below).

*Note: All lights should come on at the same time.* First time lighting may require a short warm up period for the bulbs. Slightly dim or a flickering of new bulbs is normal. If lights do not turn on, check all of the plug connections.



View of deck pan being lifted and coil fans being checked.



**Note:** Light Switch is located inside on plenum top customer right side.

**Shelf Assembly Removal**

- Shelving removable and adjustable on 1" centers.
- Carefully remove glass.
- Lift shelf up & out OR lift shelf up and tip downward from uprights.
- For front oval glass brackets, remove glass; lift brackets upward and outward.

**Light Fixtures (Florescent Bulbs)**

- Light fixtures are located in the shelves front and sides and at the top inside of case. See photo below.

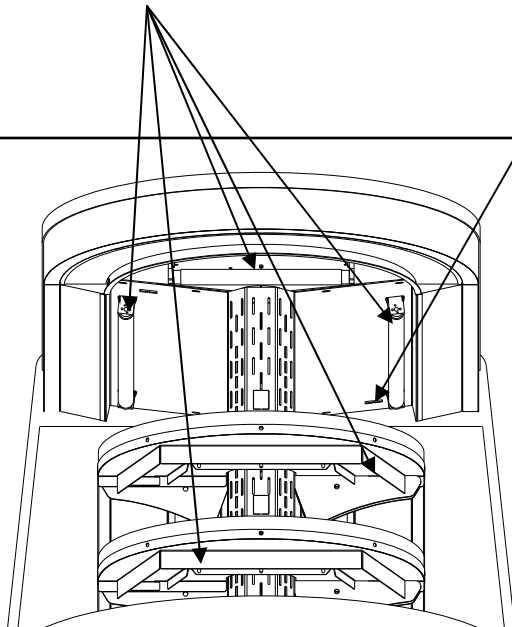
**Removal of lamps:**

- Grasp lamp firmly and carefully pull downward and out from socket.
- See illustration at lower right.

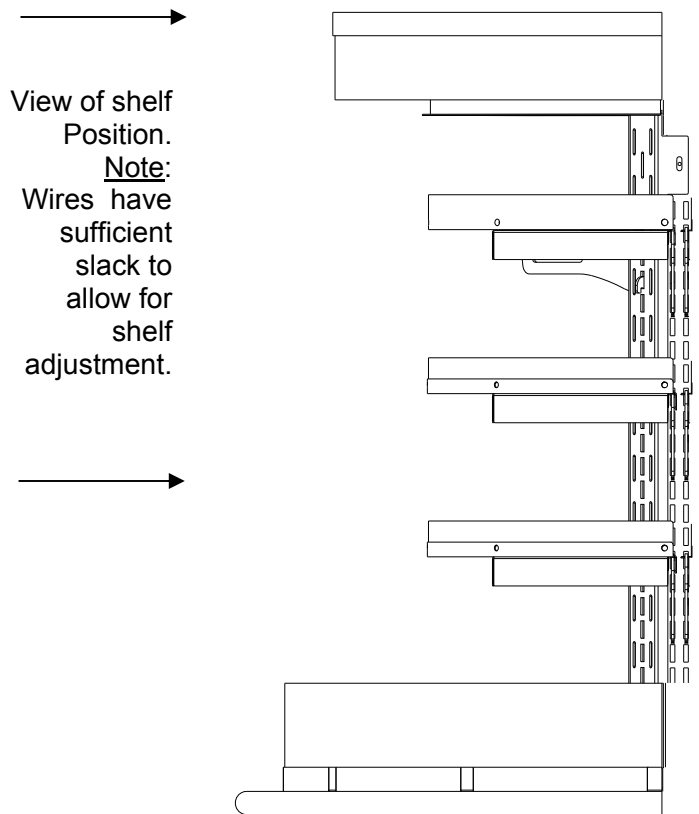
**Installation of lamp:**

- Align pins with slot.
- Insert pins into socket and push upward into place.
- See photos below.

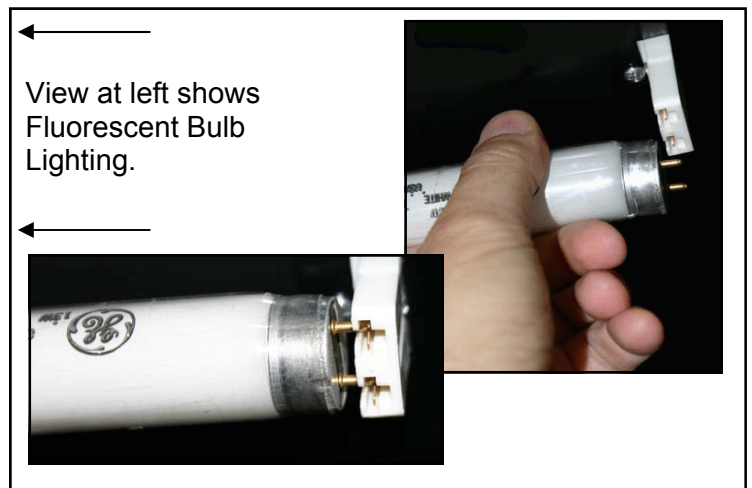
**Note:** Lights bulbs and fixtures. See illustration below.



Above photo shows lights and fixtures. **Note:** Light switch top right hand side in the back.



**Note:** Light Switch upper right side in the back. See illustration below.



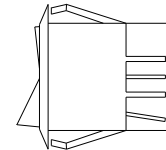
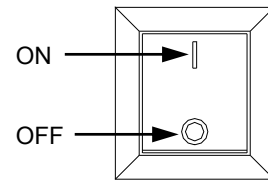
View at left shows Fluorescent Bulb Lighting.

Above Photo Illustrations show removal of Fluorescent Bulb .

### Ballast Access

**Warning! Disconnect power before providing maintenance and service to unit.**

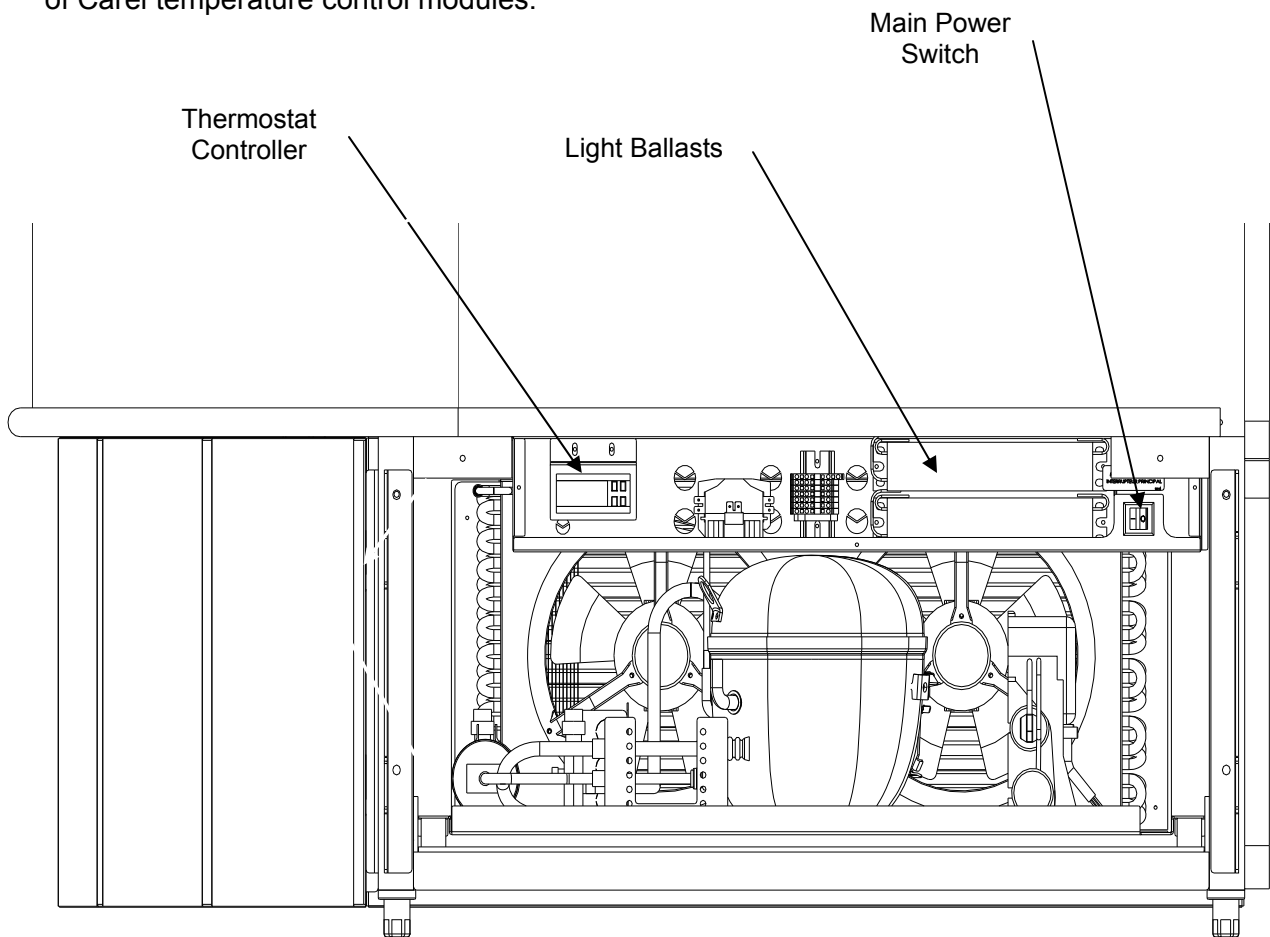
- **Assembly or disassembly and servicing to be accomplished by licensed electrical contractor.**
- Ballast is located on the right side of case (see illustration below)
- Lift off exhaust grill on customer right side of unit. Remove the three screws to remove the electrical cover. The ballast may be accessed with cover removed.



Rocker Switch  
Enlarged View

### Temperature Control Access

- **Assembly or disassembly and servicing to be accomplished by licensed electrical / refrigeration contractor.**
- See the **Carel Controller Overview** section of this manual for additional details.
- See photo and illustration below for location of Carel temperature control modules.

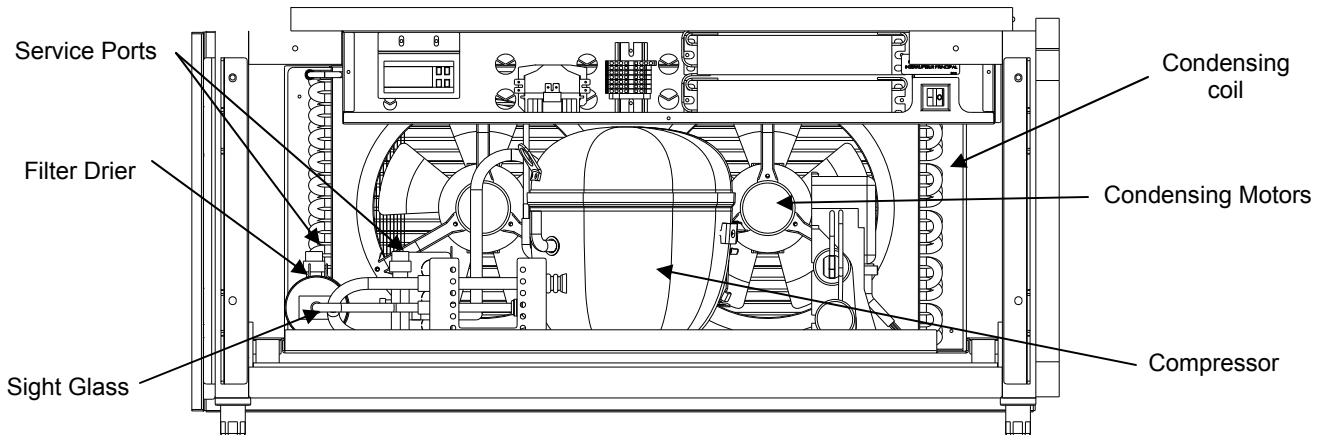


## Refrigeration: Access, Connections & Servicing

**Assembly/disassembly and servicing to be accomplished by licensed refrigeration contractor.**

Perform the following tasks by sliding Condenser Unit out from the side. See Illustration #1, below .

- ~ 6-month cleaning of condensing coil, sight glass, fan blades, motor, U-Bends, etc.
- ~ Replacement of condenser fan motors
- ~ Inspection of sight glass



**Illustration #1**

~ Evaporator Pan access and removal may be performed at front of case.

- \* Lift up and out on front panel to access the evaporator pan.
- \* Insure that the Evaporator Pan is unplugged at receptacle inside base.
- \* **Caution!** To avoid injury, check temperature of pan prior to handling.
- \* Remove four Evaporator Pan screws then carefully lift out from Evaporator Pan Chamber.
- Empty Evaporator Pan contents into suitable container.

See illustration #2 at right.

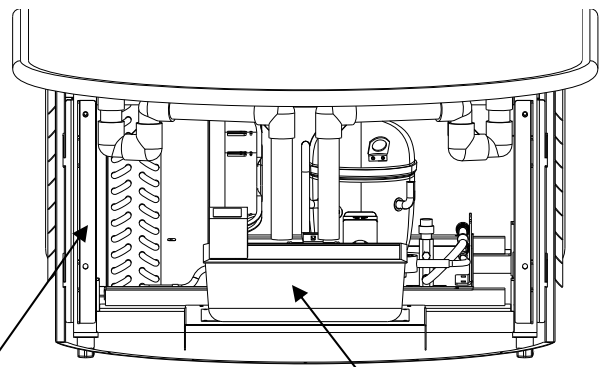


Illustration shown with front grill removed

Evaporator Pan




**Illustration #2**

## CLEANING SCHEDULE




| Cleaning              | Daily | Weekly | Monthly | Task   |
|-----------------------|-------|--------|---------|--|
| Clean Case Exterior   | X     |        |         | The acrylic must be cleaned with a mild soap and water solution and a soft cloth ( <b>Never use a household cleaner on acrylic</b> ).  |
| Clean Case Interior   | X     |        |         | Shelves and decks can be cleaned with a warm soap and water solution.  |
|                       |       | X      |         | Remove the decks and clean with soap and water.  |
|                       |       | X      |         | Vacuum tub under deck. Clean with soap and water. Wipe dry with clean cloth.   |
|                       |       | X      |         | Keep drains clean and free of debris which could clog the drain and rob the case of needed refrigeration.  |
|                       |       |        | X       | Remove the honeycomb and clean with soap and water.  |
| Clean Condensing Coil |       | X      |         | Clean the condenser coil.  |
|                       |       |        | X       | Using air pressure if available, or an industrial strength vacuum, clean the dust and dirt that collects on the condenser coil. (Be careful not to damage the fins on the coil.) |

**Serial Label Location & Information Listed / Technical Information & Service**

- Serial labels are located near the electrical access on your case.
- Serial labels contain electrical, temperature & refrigeration information, as well as regulatory standards to which the case conforms.
- For additional technical information and service, see the *TECHNICAL SERVICE* page in this manual for instructions on contacting Structural Concepts' Technical Service Department.
- See images below for samples of both refrigerated and non-refrigerated serial labels.

|  |   |  |  |
|--|---|--|--|
|  <p>888 E. Porter Rd · Muskegon, MI 49441</p>   |   |  <p>MODEL HV74RSS SCROLL<br/>SERIAL NO.</p>   |  |
| <p><b>FOR PARTS AND SERVICE</b><br/>CALL 1-800-433-9489</p>  |   |  |  |
|  <p>3048256</p> <p>CONFORMS TO UL STD 471<br/>CONFORMS TO NSF STD 7<br/>CERTIFIED TO CAN/CSA<br/>STD C22.2 NO 120</p> |   | <p>ELECTRICAL RATING                      120/1/60 24A<br/>REFRIGERANT                                R404A AMOUNT ?? OZ<br/>DESIGN PRESSURE                         HIGH 450 LOW 200<br/>MINIMUM CIRCUIT                         30A<br/>MAXIMUM OVERCURRENT                30A</p> |  |
| Super Heat Temp  | 8-10°F  |  |  |
| BTUH Requirements  | 9,738 BTUH @ 20° F SST                                  |  |  |
| Defrost  | 6 defrosts per day, 45° F termination, 45 min. failsafe |  |  |

----- Sample Serial Label For Refrigerated Case -----

|   |  |   |             |
|---|--|---|-------------|
|  <p>888 E. Porter Rd · Muskegon, MI 49441</p>  |  |  <p>PC5682                      txtRemote<br/>txtSerialNumber</p> |             |
|  <p>3048256</p> <p>CONFORMS TO UL STD 65<br/>CERTIFIED TO CAN/CSA<br/>STD C22.2 NO 120</p> |  | <p>120 VOLTS      60 HZ      SINGLE PHASE      1.84AMP</p> <p>FOR PARTS OR SERVICE CALL<br/>STRUCTURAL CONCEPTS<br/>AT<br/>1-800-433-9489</p>         |             |
|   |  |   | SAMPLE ONLY |

----- Sample Serial Label For Non-Refrigerated Case -----

## TROUBLESHOOTING

|                                      |  |
|--------------------------------------|--|
| <b>Water on the Floor</b>            | Check that all of the hoses are connected.   |
|                                      | Check that the drain trap is free of residue.  |
|                                      | Check that the evaporator pan is positioned correctly under the drain.   |
|                                      | Check that the evaporator pan is plugged in and heating properly.  |
|                                      | Check the evaporator pan float for proper operation.   |
| <b>Excessive Fan Noise</b>           | Check that the case is aligned, level and plumb.   |
|                                      | Check that nothing is obstructing the blade rotation.  |
|                                      | Check that the fan blade is securely fastened.   |
|                                      | Check that the motor mount is securely fastened.   |
|                                      | Check that the fan shroud is properly secured.   |
| <b>System Is Not Operating</b>       | Check that the utility power is on.  |
|                                      | Check that the MAIN power switch is on.  |
|                                      | Check the circuit breaker box for tripped circuits.  |
| <b>Fans Not Working</b>              | Verify that the fans are plugged in at the fan shroud.   |
|                                      | Determine if there is ice build-up or other matter blocking the fan.   |
| <b>Case Lights Not Working</b>       | Check bulbs for proper installation and connection.  |
|                                      | Check for burned out bulbs.  |
|                                      | Clean dirt and dust from bulbs and connections to prevent flickering.  |
| <b>Not Holding Temperature</b>       | Check that the coil fans are working.  |
|                                      | Verify that the discharge air is not disrupted or blocked by product.  |
|                                      | Note: If a large amount of warm product was added to the case, it will take time for the temperature to adjust.  |
|                                      | Check the coil for ice build-up.   |
|                                      | Check that the condenser coil is clean.  |
|                                      | Check that the case is not in the sun or near a heat or air-conditioning vent.   |
|                                      | Case temperature will rise during defrost mode but will return to normal. Proper product temperature will be maintained.                                     |
|                                      | Is case located near outside entrance doors? Ability to hold temperature will be difficult if extreme outside temperatures exist and unit is located nearby. |
| <b>Condensing Unit Not Operating</b> | Check that the Main Power is turned on.  |

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## ir33 platform

Integrated Electronic  
Microprocessor Controller



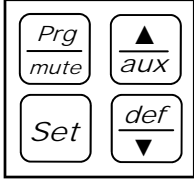
### Programming The Instrument

#### To Modify The Setpoint

**Set** Press and hold the "SET" key for at least 1 second.

**▲/aux** **def/▼** 2. Use arrow keys ▲ ▼ on temperature controller to increase (or decrease) the setpoint.

**Set** 3. Quickly press and release the "SET" key again.



#### To Modify Defrost, Differential or Other Parameters

**Prg/mute** **Set** 1. Press & hold "Prg" & "SET" keys together for five (5) seconds; display will flash "0", representing password prompt.

**Set** 2. Confirm by pressing "SET" key.

**▲/aux** **def/▼** 3. Press ▲ or ▼ to reach the category to be modified.

**Set** 4. Press "SET" to modify this selected parameter.

**▲/aux** **def/▼** 5. Increase or decrease the value using the ▲ or ▼ button respectively.

**Set** 6. Press the "SET" key to temporarily save the new value and return to the display of the parameter.

**Prg/mute** 7. Press & hold the "Prg" key for at least 5 seconds to save changes. This action will also mute the audible alarm (buzzer) & deactivate the alarm relay.

#### How To Change Reading From Fahrenheit (°F) To Celsius (°C)

**Prg/mute** **Set** 1. Press and hold "Prg" and "SET" keys together for at least 5 seconds; display will show "0", representing password prompt.

**Set** 2. Confirm by pressing "SET" key.

**▲/aux** **def/▼** 3. Press ▲ or ▼ until reaching the parameter "15".

**Set** 4. Press "SET" to modify this selected parameter.

**▲/aux** **def/▼** 5. Press ▲ or ▼ to change value to desired setting: "0" for Celsius (°C) or "1" for Fahrenheit (°F).

**Set** 6. Press "SET" key to temporarily save the new value and return to the display of the parameter.

**Prg/mute** 7. Press & hold "Prg" key for at least 5 seconds to save changes. **Note! All values will automatically convert to new scale. No conversion is required.**

#### Warning! Save Your Parameter Settings!

1. To store the new parameter values, PRESS and HOLD the "Prg" key for at least 5 seconds.
2. All modifications made to parameters will be lost if you do NOT press a button within 60 seconds. Should this "timeout" occur, normal operational settings (prior to modifications being made) will resume.
3. If the instrument is switched off before pressing the "Prg" key, all modifications to parameters will be lost.

**def/▼** **To Activate Manual Defrost**  
Press and hold the "def" key for at least 5 seconds.

**▲/aux** **To Activate / Deactivate Auxiliary Output**  
Press and hold the "aux" key for 1 second.

**Prg/mute** **▲/aux** **To Reset Any Alarms With Manual Reset**  
Press and hold the "Prg" and "aux" key for at least 1 second.

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**ir33 platform**  
**Integrated Electronic  
 Microprocessor Controller**



## User Interface - Display

| ICON | FUNCTION         | DESCRIPTION   | Normal operation  |   |   | Start up                      |
|------|------------------|---|---|---|---|-------------------------------|
|      |                  |   | ON  | OFF                                     | BLINK   |                               |
|      | COMPRESSOR       | ON when the compressor starts. Flashes when the activation of the compressor is delayed by safety times.  | Compressor on   | Compressor off                          | awaiting activation   |                               |
|      | FAN              | ON when the fan starts. Flashes when the activation of the fan is prevented due to external disabling or procedures in progress.  | Fan on  | Fan off                                 | awaiting activation   |                               |
|      | DEFROST          | ON when the defrost is activated. Flashes when the activation of the defrost is prevented due to external disabling or procedures in progress.  | Defrost in progress   | Defrost not in progress                 | awaiting activation   |                               |
|      | AUX              | Flashes if the anti-sweat heater function is active, ON when the auxiliary output (1 and/or 2) selected as AUX (or LIGHT in firmware version 3.6) is activated.   | AUX auxiliary output active (version 3.6 light auxiliary output active)   | AUX auxiliary output not active         | Anti-sweat heater function active   |                               |
|      | ALARM            | ON following pre-activation of the delayed external digital input alarm. Flashes in the event of alarms during normal operation (e.g. high/low temperature) or in the event of alarms from an immediate or delayed external digital input.            | Delayed external alarm (before the time 'A7' elapses)                     | No alarm present                        | Alarms in norm. operation (e.g. High/low temperature) or immediate or delayed alarm from external digital input |                               |
|      | CLOCK            | ON if at least one timed defrost has been set. At start-up, comes ON for a few seconds to indicate that the Real Time Clock is fitted.  | If at least 1 timed defrost event has been set                            | No timed defrost event set              | Alarm clock   | ON if real-time clock present |
|      | LIGHT            | Flashes if the anti-sweat heater function is active, ON when the auxiliary output (1 and/or 2) selected as LIGHT is activated (in firmware version 3.6 it does not flash in anti-sweat heater mode and comes on when the dead band output is active). | Light auxiliary output on (version 3.6 dead band auxiliary output active) | Light auxiliary output off              | Anti-sweat heater function active (version 3.6 does not flash in anti-sweat heater mode)                        |                               |
|      | SERVICE          | Flashes in the event of malfunctions, for example E2PROM errors or probe faults.  |   | No malfunction                          | Malfunction (e.g. E2PROM error or probe fault). Contact service   |                               |
|      | CONTINUOUS CYCLE | ON when the CONTINUOUS CYCLE function is activated. Flashes if the activation of the function is prevented due to external disabling or procedures in progress (E.g.: minimum compressor OFF time).   | CONTINUOUS CYCLE operation activated                                      | CONTINUOUS CYCLE function not activated | CONTINUOUS CYCLE operation requested  |                               |

## Summary Table of Alarm and Signals: Display, Buzzer and Relay

| Code | Icon on the display | Alarm relay | Buzzer | Reset            | Description   |
|------|---------------------|-------------|--------|------------------|---|
| rE   | flashing            | on          | on     | automatic        | virtual control probe fault   |
| E0   | flashing            | off         | off    | automatic        | room probe S1 fault   |
| E1   | flashing            | off         | off    | automatic        | defrost probe S2 fault  |
| E2   | flashing            | off         | off    | automatic        | probe S3 fault  |
| E3   | flashing            | off         | off    | automatic        | probe S4 fault  |
| E4   | flashing            | off         | off    | automatic        | probe S5 fault  |
| LO   | flashing            | on          | on     | automatic        | probe not enabled<br>low temperature alarm                                |
| HI   | flashing            | on          | on     | automatic        | high temperature alarm  |
| AFr  | flashing            | on          | on     | manual           | antifreeze alarm  |
| IA   | flashing            | on          | on     | automatic        | immediate alarm from external contact                                     |
| dA   | flashing            | on          | on     | automatic        | delayed alarm from external contact                                       |
| dEF  | on                  | off         | off    | automatic        | defrost running   |
| Ed1  | No                  | off         | off    | automatic/manual | defrost on evaporator 1 ended by timeout                                  |
| Ed2  | No                  | off         | off    | automatic/manual | defrost on evaporator 2 ended by timeout                                  |
| Pd   | flashing            | on          | on     | automatic/manual | maximum pump down time alarm  |
| LP   | flashing            | on          | on     | automatic/manual | low pressure alarm  |
| AtS  | flashing            | on          | on     | automatic/manual | autostart in pump down  |
| cht  | No                  | off         | off    | automatic/manual | high condenser temperature pre-alarm                                      |
| CHT  | flashing            | on          | on     | manual           | high condenser temperature alarm  |
| dor  | flashing            | on          | on     | automatic        | door open too long alarm  |
| EE   | flashing            | off         | off    | automatic        | E2prom error, unit parameters   |
| EF   | flashing            | off         | off    | automatic        | E2prom error, operating parameters  |
| ccb  | Signal              |             |        |                  | start continuous cycle request  |
| ccE  | Signal              |             |        |                  | end continuous cycle request  |
| dFb  | Signal              |             |        |                  | start defrost call  |
| dFE  | Signal              |             |        |                  | end defrost call  |
| On   | Signal              |             |        |                  | switch ON   |
| off  | Signal              |             |        |                  | switch OFF  |
| rES  | Signal              |             |        |                  | reset alarms w/manual reset / reset HACCP alarms / reset temp. monitoring |

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## Summary Table of Operating Parameters

| CODE | PARAMETER                              | UOM*  | TYPE | MINIMUM | MAXIMUM | DEFAULT  |
|------|--|-------|------|---------|---------|--|
| /5   | Select Celsius (°C) or Fahrenheit (°F) | flag  | C    | 0       | 1       | For Case Specific Defaults See Serial Label Located Near Electrical Access On Your Case.<br><br>For Additional Technical Information Call Structural Concepts Technical Service Dept. at 1(800) 433.9489 |
| /c1  | Calibration of probe 1                 | °C/°F | C    | -20     | 20      |  |
| /c2  | Calibration of probe 2                 | °C/°F | C    | -20     | 20      |  |
| St   | Temperature set point                  | °C/°F | F    | r2      | r1      |  |
| rd   | Control delta                          | °C/°F | F    | 20      | 0.1     |  |
| dl   | Interval between defrosts              | hours | F    | 0       | 250     |  |
| dt1  | End defrost temperature, evaporator    | °C/°F | F    | -50     | 200     |  |
| dP1  | Maximum defrost duration, evaporator   | min   | F    | 1       | 250     |  |
| d6   | Display on hold during defrost         | -     | C    | 0       | 2       |  |
| dd   | Dripping time after defrost            | min   | F    | 0       | 15      |  |
| d/1  | Display of defrost probe 1             | °C/°F | F    | -       | -       |  |

\* Unit Of Measure

STRUCTURAL CONCEPTS CORPORATION TECHNICAL SERVICE  
PHONE NUMBER: 1.800.433.9489 or For Your Master Service Agent See  
WWW.STRUCTURALCONCEPTS.COM/Contact/Master\_Service\_Agents.asp

## WARRANTY INFORMATION

**(Note: Standard Limited Warranty can be found at [www.Structuralconcepts.com](http://www.Structuralconcepts.com))**

All sales by Structural Concepts Corporation (SCC) are subject to the following limited warranty. "Goods" refers to the product or products being sold by SCC.

**Warranty Scope:** Warranty is for equipment sold in the United States, Canada, Mexico and Puerto Rico. Equipment sold elsewhere may carry modified warranty.

**Warranty; Remedies; Limitations.** SCC warrants that if any Goods are found by an authorized representative of SCC not to be of good material or workmanship within one year of the date of shipments SCC will, at its option after inspection by an authorized representative, replace any defective Good or pay the reasonable cost of replacement for any such defective Goods, provided that written notice of the defect is given to SCC within 30 days of the appearance of such defect. If notice is not given within such period, any claim for breach of warranty shall be conclusively deemed to have been waived and SCC shall not be liable under this warranty. If SCC is unable to repair or replace the defective Goods, SCC shall issue a credit to the Purchaser for all or part of the purchase price, as SCC shall determine. The replacement or payment in the manner described above shall be the sole and exclusive remedy of Purchaser for a breach of this warranty. If any Goods are defective or fail to conform to this warranty, SCC will furnish instructions for their disposition. No Goods shall be returned to SCC without its prior consent.

SCC's liability for any defect in the Goods shall not exceed the purchase price of the Goods. SCC SHALL HAVE NO LIABILITY TO PURCHASE FOR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, OR OTHER ECONOMIC INJURY DUE TO ANY DEFECT IN THE GOODS OR ANY BREACH OF SCC. SCC SHALL NOT BE LIABLE TO THE PURCHASER IN TORT FOR ANY NEGLIGENT DESIGN OR MANUFACTURE OF THE GOODS, OR FOR THE OMISSION OF ANY WARNING THEREFROM.

SCC shall have no obligation or liability under this warranty for claims arising from any other party's (including Purchaser's) negligence or misuse of the Goods or environmental conditions. This warranty does not apply to any claim or damage arising for or cause by improper storage, handling, installation, maintenance, or from fire, flood, accidents, structural defects, building settlement or movement, acts of God, or other causes beyond SCC's control.

Except as expressly stated herein, SCC makes no warranty, express, implied, statutory or otherwise as to any parts or goods not manufactured by SCC. SCC shall warrant such parts or Goods only (I) against such defects, (II) for such periods of time, and (III) with such remedies, as are expressly warranted by the manufacturer of such parts of Goods. Notwithstanding the foregoing, any warranty with respect to such parts of Goods and any remedies available as a result of a breach thereof shall be subject to all of the procedures, limitations, and exclusions set forth herein.

THE WARRANTIES HEREIN ARE IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IN PARTICULAR, SCC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representative, agent or dealer of SCC has authority to modify, expand, or extend this Warranty, to waive any of the limitations or exclusions, or to make any different or additional warranties with respect to Goods.

**Period of Limitations.** No claim, suit or other proceeding may be brought by Purchaser for any breach of the foregoing warranty or this Agreement by SCC or in any way arising out of this Agreement or relating to the Goods after one year from the date of the breach. In the interpretation of this limitation on action for a breach by SCC, it is expressly agreed that there are no warranties of future performance of the goods that would extend that period of limitation herein contained for bringing an action.

**Indemnifications.** Purchaser agrees to indemnify, hold harmless, and defend SCC if so requested, from any and all liabilities, as defined herein, suffered, or incurred by SCC as a result of, or in connection with, any act, omission, or use of the Goods by Purchaser, its employees or customers, or any breach of this Agreement by Purchaser. Liabilities shall include all costs, claims, damages, judgments, and expenses (including reasonable attorney fees and costs).

**Remedies of SCC.** SCC's rights and remedies shall be cumulative and may be exercised from time to time. In a proceeding or action relating to the breach of this Agreement by Purchaser, Purchaser shall reimburse SCC for reasonable costs and attorney's fees incurred by SCC. No waiver by SCC of any breach of Purchaser shall be effective unless in writing nor operate as a waiver of any other breach of the same term thereafter. SCC shall not lose any right because it has not exercised it in the past.

**Applicable Law.** This Agreement is made in Michigan and shall be governed by and interpreted according to Michigan law. Any lawsuit arising out of this Agreement or the Goods may be handled by a federal or state court whose district includes Muskegon County, Michigan, and Purchaser consents that such court shall have personal jurisdiction over Purchaser.

**Miscellaneous.** If any provision of this Agreement is found to be invalid or unenforceable under any law, the provision shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions shall be unaffected. Purchaser shall not assign any of its rights nor delegate any of its obligations under this Agreement without prior written of SCC. This Agreement shall be binding upon and inure to the benefit of SCC and Purchaser and each of their legal representatives, successors and assigns.

SCC warrants its products to be free of defects in materials and workmanship under normal use and service for a period of one (1) year from the date of delivery.

This warranty is extended only to the original purchaser for use of the Goods. It does not cover normal wear parts such as plastic tongs, tong holders, tong cables, bag holders, or acrylic dividers.

**General Conditions.** All service labor and/or parts charges are subject to approval by SCC. Contact the Customer Service Department in writing or call 231-798-8888.

All claims must contain the following information: (1) model & serial code number of equipment; (2) the date and place of installation; (3) the name and address of the agency which performed the installation; (4) the date of the equipment failure; and (5) a complete description of the equipment failure and all circumstances relating to that failure.

Once the claim has been determined to be a true warranty claim by SCC's Customer Service Department, the following procedure will be taken: (1) replacement parts will be sent at no charge from SCC on a freight prepaid basis; (2) reimbursement for service labor will be paid if the following conditions have been met— (a) prior approval of service agency was awarded from the Customer Service Department; and (b) an itemized statement of all labor charges incurred is received by the Customer Service Department. The cost of the service labor reimbursement will be based on straight time rates and reasonable time for the repair of the defect.

If problems occur with any compressor, notify SCC's Customer Service Department immediately. Any attempt to repair or alter the unit without prior consent from the Customer Service Department will render any warranty claim null and void. This warranty and protection plan does not apply to any condensing unit or any part thereof which has been subject to accident, negligence, misuse, or abuse, or which has not been operated in accordance with the manufacturer's recommendations or if the serial number of the unit has been altered, defaced, or removed.

**Limit of Liability.** The limit of liability of SCC toward the exchange cost of the original condensing unit, F.O.B. SCC, Norton Shores, MI, of each motor-compressor assembly replaced during the warranty shall not exceed manufacturer's current established wholesaler's exchange price and in no case shall the labor of removing or replacing the motor-compressor or parts thereof be the responsibility of SCC.