

The manufacturer makes the following limited warranty for products manufactured for residential applications and installed in the United States and Canada. Products installed in commercial applications are provided a limited one year warranty as outlined below. These limited warranties extend to the original purchaser and any subsequent transferees as long as the product remains at the site of the original installation.

### **Limited One Year Warranty**

Manufacturer warrants to the purchaser, that should this product prove defective within 18 months from the date of manufacture or one year from the installation date (whichever is the shorter of the two periods), due to improper workmanship and/or material and not due to improper installation, Manufacturer will repair or replace, at its option, any defective part without charge for the part. Any replacement parts provided under this limited warranty is warranted only for the remainder of the original warranty period.

This warranty does not include labor or other costs incurred for the servicing, maintenance, replacing, removing, shipping or handling of either defective or replacement parts, or complete unit, except as stated above. These costs may be covered by a separate warranty provided by the selling dealer or contractor. If the manufacturer's serial number is removed from the unit or is not available, then the warranty is null and void.

### **Limited Additional Second thru Fifth Year Indoor Coil and Drain Pan Warranty (Effective 8-1 98)**

During the period from 19 months through 66 months from the date of manufacture, or 13 through 60 months from the date of installation (whichever is the shorter period), should the indoor coil or drain pan prove defective due to improper workmanship and/or material, Manufacturer will furnish a replacement coil or drain pan at no charge, FOB factory. The owner will be responsible for any freight, installation, or handling charges of the installing contractor and/or wholesale distributor. The replacement is warranted for the remainder of the original warranty period.

The Above Warranties are Subject to the Following Conditions:

You must retain your bill of sale or provide other proof of purchase. This limited warranty applies only while the product remains at the site of the original installation (except for mobile home installations) and only to products installed by licensed dealers or contractors as determined by local licensing requirements. This limited warranty applies only if the product is installed and operated in accordance with the manufacturer's instructions and in compliance with applicable local installation and building codes and good trade practices.

This Warranty Does Not Cover Damages Caused By: (A) Accident, negligence, or abuse; (B) operating the product in a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals; (C) modification, alteration, repair or service by anyone not properly qualified to perform such service (D) modification, alteration or repair; (E) improper matching or application of the product or components; (F) failure to provide proper maintenance and service to the product according to the manufacturer's instructions; (G) installation or operating the product in a manner contrary to the instructions of the manufacturer; (H) lightning, fluctuations in electrical current or other acts of Nature. This limited warranty also excludes all costs of installation, disconnection, or dismantling the product, parts used in connection with normal maintenance such as filters, and owner required maintenance. Consult the instructions enclosed with the product for information regarding recommended maintenance and service.

Coils which are diagnosed as restricted in the refrigeration circuit are warranted only for a period of 90 days from the date of installation. Refrigeration circuit restrictions caused by a manufacturing defect are evident at start up of the equipment, and for sure in the first 90 days of operation. Restrictions beyond this time period are virtually always caused by installation and charging problems and not manufacturing defects.

To obtain warranty service and/or parts replacement you must notify your selling dealer or contractor of any defect within the applicable warranty period. If you have any questions about service or parts that your selling dealer or contractor cannot answer, please contact the manufacturer.

All Warranties implied by state law, including any implied warranty of merchantability and fitness for a particular purpose, are expressly limited to the duration of the limited warranty set forth above. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. With the exception of any warranty implied by state law as hereby limited, the foregoing express warranty is exclusive and in lieu of all other warranties, guarantee, agreement and similar obligations of manufacturer or seller with respect to the repair or replacement of any product or part.

**In no event shall Manufacturer be liable for consequential or incidental damages.** Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you. No person, agent, distributor, dealer or company is authorized to change, modify or extend terms of this warranty in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of Manufacturer arising under this warranty or under any statute, or law of the United States or any states thereof, is hereby limited to one year from the date you discover or should have discovered, the defect. This limitation does not apply to implied warranties arising under state law so the above provision may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Any controversy or claim arising out of or relating to this warranty, or the breach thereof, shall be settled through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This is the exclusive and sole remedy of Buyer, for any breach of warranty. Pursuit of any legal remedy must occur in the state and county of the manufacturer.