



## CLIMATE MASTER, INC. LIMITED EXPRESS WARRANTY AND LIMITATION OF LIABILITY AND REMEDIES FOR RESIDENTIAL CLASS PRODUCTS WITH LABOR ALLOWANCE

### **This Limited Express Warranty And Limitation Of Liability And Remedies Affects Your Legal Rights And Should Be Read Carefully In Its Entirety.**

Subject to the terms and conditions below, Climate Master, Inc. ("CM") extends a limited warranty ("Limited Warranty") for Residential Class heating and cooling equipment manufactured or sold by CM ("Products"), that was purchased on or after May 1, 2010 (this would generally include CM Units with serial numbers beginning with "N118" and higher), and installed in a one or two family residential dwelling, for personal, household or family purposes in the United States of America or Canada, ("Application"), to be free from defects and workmanship under normal use and maintenance. If you are unsure if this Limited Warranty applies to a Product you have purchased, contact CM at the phone number or address reflected below.

This Limited Warranty DOES NOT cover commercial applications of the Products. Commercial applications include any application other than installation in a one or two family residential dwelling for personal, household or family purposes. Refer to ClimateMaster Commercial Limited Express Warranty for details. Full copies are available for download at ClimateMaster.com.

This Limited Warranty provides a complete statement of CM's responsibilities to purchasers of the Products. No oral or written statement made by CM, any person or entity associated with CM or by any person or entity claiming to be associated with CM, including but not limited to statements made in sales literature, catalogs, or agreements to purchase or install the Products, is intended to provide an express or implied warranty of any kind and does not form a part of the basis of the bargain. Further, no such statement shall operate to extend, alter or modify the scope or terms of this Limited Warranty.

**EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO EXPRESS WARRANTY AS TO ANY OF CM'S PRODUCTS. CM MAKES NO WARRANTY AGAINST LATENT DEFECTS, OF MERCHANTABILITY OF THE PRODUCTS OR OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE.**

**TERM:** This Limited Warranty shall commence on the earliest to occur of the following dates: (i) proof of date of first occupancy; (ii) proof of date of start-up of the Product by a qualified and trained HVAC contractor; or (iii) six (6) months from the shipment date of the Product from CM if items (i) or (ii) are not available ("Warranty Inception Date"). The Limited Warranty shall extend as follows:

#### **Costs of Repair or Replacement of Covered Product Parts**

- (1) Ten (10) years from the Warranty Inception date for air conditioning, heating and/or heat pump units built or sold by CM ("CM Units");
- (2) Ten (10) years from the Warranty Inception Date for thermostats, auxiliary electric heaters, water storage tanks, and geothermal pumping modules built or sold by CM, when installed with CM Units;
- (3) One (1) year from the date of shipment from CM for any other accessories or parts built or sold by CM, when installed with CM Units; and
- (4) Ninety (90) days from the date of shipment from CM for all repair or replacement parts that are not supplied under this warranty.

#### **Costs of Labor to Install Repaired or Replaced Covered Product Parts**

- (1) Five (5) years from the Warranty Inception Date for CM Units;
- (2) Five years from the Warranty Inception Date for thermostats, auxiliary electric heaters, water storage tanks, and geothermal pumping modules built or sold by CM, when installed with CM Units

This Limited Warranty does not cover labor costs for installation of other accessories or parts built or sold by CM or any repaired or replacement parts that are not supplied under this Limited Warranty.

**WHO IS COVERED:** This Limited Warranty is provided only to the original owner of the one or two family residential dwelling in which the Products are first installed. This Limited Warranty is not transferrable. CM reserves the right to request any documentation necessary in its sole discretion to determine the date of purchase and occupancy of the residential dwelling or the date of installation and start-up of the Product(s). For the avoidance of any doubt, this Limited Warranty shall not extend to, and shall provide no remedies whatsoever for, any distributor or installer of the Products.

**CLAIM PROCESS:** To make a claim under this warranty, the Product or parts must be returned to CM in Oklahoma City, Oklahoma, freight prepaid, no later than ninety (90) days after the date of the failure of the part. If CM determines the Product or part to be defective and covered by this Limited Warranty, CM will either repair or replace the Product or part and send it to a CM-recognized distributor, dealer or service organization, F.O.B. CM, Oklahoma City, Oklahoma, freight prepaid. The Limited Warranty on any Product or part repaired or replaced under this Limited Warranty extends only through the original warranty period.

**WHAT IS COVERED:** Subject to the Term, this Limited Express Warranty covers the: (i) the cost of repair or replacement of any covered Product or Product parts; and (ii) the cost of labor incurred by CM authorized service personnel in connection with the installation of a repaired or replaced covered Product or Product part.

If a product part is not available, CM will, at its option, provide a free suitable substitute part or provide a credit in the amount of the then factory selling price for a new suitable substitute part to be used by the claimant towards the retail purchase price of a new CM product. All labor costs are subject and limited to amounts specifically set forth in the then existing labor allowance schedule provided by CM's Warranty Department. Actual labor costs are not covered by this Limited Warranty to the extent they: (i) exceed the amount allowed under the allowance schedule; (ii) are not specifically provided for in the allowance schedule; (iii) are not performed by CM authorized service personnel; (iv) are incurred in connection installation of a part not covered by this Limited Warranty; or (v) are incurred outside the Term.

**WHAT IS NOT COVERED:** This Limited Warranty does not cover and does not apply to: (1) air filters, fuses, refrigerant, fluids, oil; (2) Products relocated after initial installation; (3) any portion or component of any system that is not supplied by CM, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification tags or labels, or rating labels, have been removed or defaced; (5) Products on which payment to CM, or to the owner's seller or installing contractor, is in default; (6) Products which have not been installed and maintained by a qualified and trained HVAC contractor; (7) Products installed in violation of applicable building codes or regulations including but not limited to wiring or voltage conditions; (8) Products subjected to accident, misuse, negligence, abuse, fire, flood, freezing, lightning, unauthorized alteration, misapplication, contaminated or corrosive air or liquid supply, operation at abnormal air or liquid temperatures or flow rates, or opening of the refrigerant circuit by unqualified personnel; (9) mold, fungus or bacteria damages; (10) corrosion or abrasion of the Product; (11) products supplied by others; (12) Products that have been operated in a manner contrary to CM's printed instructions; (13) Products which have insufficient performance as a result of improper system design, sizing or the improper application, installation, or use of CM's products; (14) electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever; or (15) operating any water storage tanks when they are empty or partially empty (i.e. dry firing), at temperatures exceeding the maximum setting of the operating or high limit controls, at pressures greater than those shown on the rating label, with non-potable water, with alterations or attachments (including energy savings devices) not specifically authorized in writing by CM, or without the free circulation of water. CM may request written documentation showing compliance with the above limitations.

In connection with repair or replacement of covered Product parts, CM is not responsible for: (1) the costs of any fluids, refrigerant or system components supplied by others, or associated labor to repair or replace the same, which is incurred as a result of repair or replacement of a covered Product part; (2) the costs of labor, refrigerant, materials or service incurred in diagnosis and removal of a covered Product part subject to repair or replacement under this Limited Warranty; (3) shipping costs incurred in sending a claimed defective part from the installation site to CM; (4) shipping costs to return a claimed defective part from CM to the installation site if the part is not covered by this Limited Warranty; (5) removal or disposal costs associated with the repair or replacement of covered Product Parts; or (6) the costs of normal maintenance.

**OTHER WARRANTY LIMITATION:** This Limited Warranty is given in lieu of all other warranties express or implied, in law or in fact. If, notwithstanding the disclaimers contained herein, it is determined that other warranties apply, any such warranty, including without limitation any express warranties or any implied warranties of fitness for particular purpose and merchantability, shall be limited in time to the Term of this Limited Warranty

**LIMITATION OF REMEDIES:** In the event of a breach of the Limited Warranty, a claimant's remedies will be limited to repair or replacement of a part or unit, or to furnish a new or rebuilt part or unit in exchange for the part or unit which has failed. If after written notice to CM's factory in Oklahoma City, Oklahoma of each defect, malfunction or other failure, and a reasonable number of attempts by CM to correct the defect, malfunction or other failure, the remedy fails of its essential purpose, CM shall refund the purchase price paid to CM in exchange for the return of the sold good(s). Said refund shall be the maximum liability of CM. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER OR THEIR PURCHASER AGAINST CM FOR ANY ACTION FOR BREACH OF CONTRACT, BREACH OF ANY WARRANTY, PATENT INFRINGEMENT, OR FOR CM'S NEGLIGENCE OR IN STRICT LIABILITY. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS LIMITED WARRANTY MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

**LIMITATION OF LIABILITY:** CM shall have no liability for any damages if CM's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to: any war, civil unrest, government restrictions or restraints, strikes, or work stoppages, fire, flood, accident, shortages of transportation, fuel, material, or labor, acts of God or any other reason beyond the sole control of CM.

CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL AND/OR PUNITIVE DAMAGES BASED ON ANY THEORY IN CONTRACT, BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, PATENT INFRINGEMENT, OR IN TORT, WHETHER FOR CM'S NEGLIGENCE OR AS STRICT LIABILITY AND REGARDLESS OF WHETHER CM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**OBTAINING WARRANTY PERFORMANCE:** Normally, the dealer or service organization who installed the products will provide warranty performance for the owner. Should the installer be unavailable, contact any CM recognized distributor, dealer or service organization. If assistance is required in obtaining warranty performance, write or call:

Climate Master, Inc. • Customer Service • 7300 SW 44th Street • Oklahoma City, Oklahoma 73179 • (405) 745-6000 • e-service@climatemaster.com

NOTE: Some states or Canadian provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights, which may vary depending on local law. IF ANY PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES IS DETERMINED TO BE A "CONSUMER PRODUCT" UNDER THE MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. §2301, ET SEQ.) OR OTHER APPLICABLE LAW, THE FOREGOING DISCLAIMER OF IMPLIED WARRANTIES SHALL NOT APPLY TO YOU, AND ALL IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE, SHALL APPLY FOR THE SAME TERM SET FORTH ABOVE (ONE YEAR) AS PROVIDED UNDER APPLICABLE LAW. The portions of this Limited Warranty and limitation of liability shall be considered fully severable, and all portions which are not disallowed by applicable law shall remain in full force and effect.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and from Canadian province to Canadian province. Refer to your local laws for your specific rights under this Limited Warranty.

Please refer to the CM Installation, Operation and Maintenance Manual for operating and maintenance instructions.

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