

LIMITED WARRANTY KLIMAIRE HVAC EQUIPMENT

1. (a) **STANDARD ONE YEAR LIMITED PARTS WARRANTY** - KLIMAIRE Products, Inc. ("KLIMAIRE") warrants to the original end-user of this product that should it prove defective due to improper workmanship and/or material under normal use for a period of one year from the date of installation, KLIMAIRE will repair or replace, at its option, any defective part without charge for the part. Replacement parts are warranted for the remainder of the original warranty period. International warranty is only given and processed by International Distributors.
- (b) **EXTENDED FOUR YEAR COMPRESSOR WARRANTY** (When applicable)- If the compressor fails due to a defect in material or workmanship within the first five years from the date of original purchase, a replacement part will be provided free of charge except for the freight costs which are at the owner's responsibility. KLIMAIRE will not pay for parts purchased in the field from other than a KLIMAIRE distributor. The owner is responsible for all labor charges. Replacement compressors are warranted only for the balance of the original warranty period.
- (c) **THIS WARRANTY DOES NOT INCLUDE LABOR** or any other costs incurred for servicing, repairing, removing, installing, shipping or handling of either defective or replacement parts, or complete unit. Such costs may be covered by a separate warranty provided by the installer or dealer.
- (d) **NOTICE.** To obtain warranty service and/or parts replacement, you must notify an authorized KLIMAIRE air conditioning dealer or contractor of any defect within the applicable warranty period.
2. Any defective part to be replaced must be made available to KLIMAIRE in exchange for the replacement part. You must present proof of the original date of installation of the product in order to establish the effective date of the warranty. Otherwise the effective date will be deemed to be the date of manufacture plus thirty (30) days.
3. **TO OBTAIN WARRANTY SERVICE**, please contact your dealer or contractor who installed this product. If your dealer or contractor needs assistance, his distributor is available for consultation, and KLIMAIRE supports his distributor's efforts.
4. This limited warranty applies only while the unit remains at the sight of the original installation (except for mobile home installations). This limited warranty applies only if the unit is installed and operated in accordance with KLIMAIRE instructions and in compliance with applicable local installation and building codes and good trade practices.
5. **THIS WARRANTY DOES NOT COVER** damages caused by:
(a) accident, abuse, negligence, or misuse; (b) operating the product in a corrosive atmosphere such as salt air, containing chlorine, fluorine or any other damaging chemicals; (c) modification, alteration, repair or service by anyone other than an authorized KLIMAIRE dealer or contractor; (d) improper matching or application of the products or components; (e) failure to provide proper maintenance and service to the product over the life of the warranty according to manufacturer's instructions, i.e., a minimum of once-a-year maintenance; (f) installation and operating of the product in a manner contrary to the instructions of the manufacturer; (g) lightning, fluctuations in electrical power or other acts of God. This limited warranty also excludes all costs of installation, disconnection or dismantling the product, parts used in connection with normal maintenance such as filters or belts and owner-required maintenance. Consult the instructions enclosed with the product for information regarding recommended maintenance.
6. KLIMAIRE is not responsible for normal maintenance and service or for problems caused by improper installation, application, or operation of the air conditioner or its accessories. It is recommended that an annual preventive maintenance inspection be performed on the entire air conditioner/heat pump/air handler/fan coil unit or accessories by a licensed or otherwise qualified dealer, service technician or contractor. Improper maintenance may endanger the occupants of the home/apartment/office/building.
7. No one is authorized to change this **LIMITED WARRANTY** in any respect, or to create for us any other obligation or liability in connection with this product.
8. **YOUR ONLY REMEDIES ARE PROVIDED IN THIS LIMITED WARRANTY. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE YEAR FROM THE DATE OF ORIGINAL INSTALLATION. UNDER NO CIRCUMSTANCES SHALL KLIMAIRE BE LIABLE TO THE OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS PRODUCT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE.**
9. This warranty is not transferable.
10. Some States of the U.S.A. allow limitations on how long an implied warranty last or do not allow the exclusion or limitation of incidental, special or consequential damages, so the above limitations or exclusions may not apply to you.
11. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state in the U.S.A.

If you wish further help or information concerning this warranty contact:

Product Service Manager
KLIMAIRE Products, Inc.
7909 NW 54th Street
Miami, FL 33166 USA