

LIMITED WARRANTY

Central Air Conditioning Products (Including Hydronic Terminal Units)

The "Manufacturer" warrants to the original owner at the original installation site that the Central Air Conditioning Products and Hydronic Terminal Units (the "Product") will be free from defects in material or workmanship for a period not to exceed one (1) year from the startup or five (5) year extended warranty for systems installed by a certified SpacePak trained installer currently registered with SpacePak. If upon examination by the Manufacturer the Product is shown to have a defect in material or workmanship during the warranty period, the Manufacturer will repair or replace, at its option, that part of the Product which is shown to be defective.

This limited warranty does not apply:

- a) if the Product has been subjected to misuse or neglect, has been accidentally or intentionally damaged, has not been installed, maintained or operated in accordance with the furnished written instructions, or has been altered or modified in any way.
- b) to any expenses, including labor or material, incurred during removal or reinstallation of the defective Product or parts thereof.
- c) to any workmanship of the installer of the Product.

This limited warranty is conditional upon:

- a) shipment, to the Manufacturer, of that part of the Product thought to be defective. Goods can only be returned with prior written approval from the Manufacturer. All returns must be freight prepaid.
- b) determination, in the reasonable opinion of the Manufacturer, that there exists a defect in material or workmanship.

Repair or replacement of any part under this Limited Warranty shall not extend the duration of the warranty with respect to such repaired or replaced part beyond the stated warranty period.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED FROM THIS LIMITED WARRANTY. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY AMOUNTS IN EXCESS OF THE SELLING PRICE OF THE PRODUCT OR ANY PARTS THEREOF FOUND TO BE DEFECTIVE. THIS LIMITED WARRANTY GIVES THE ORIGINAL OWNER OF THE PRODUCT SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY BY EACH JURISDICTION.