



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

It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Climate Master, Inc. a Delaware corporation, ("CM") or its representatives, relating to CM's products, whether oral, written or contained in any sales literature, catalog or agreement, are not express warranties and do not form a part of the basis of the bargain, but are merely CM's opinion or commendation of CM's products. **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. CM MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.**

### **GRANT OF LIMITED EXPRESS WARRANTY**

CM warrants its Residential Class products, purchased and retained in the United States of America and Canada, to be free from defects in material and workmanship under normal use and maintenance as follows: (1) Air conditioning, heating and/or heat pump units built or sold by CM ("CM Units") for ten (10) years from the Warranty Inception Date (as defined below); (2) Thermostats, auxiliary electric heaters and geothermal pumping modules built or sold by CM, when installed with CM Units, for ten (10) years from the Warranty Inception Date (as defined below and (3) Other accessories and parts built or sold by CM, when installed with CM Units, for one (1) year from the date of shipment from CM. The "Warranty Inception Date" shall be the date of original unit installation, or six (6) months from date of unit shipment from CM, whichever comes first.

To make a claim under this warranty, 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 part to be defective and within CM's Limited Express Warranty, CM shall, when such part has been either replaced or repaired, return such to a factory recognized distributor, dealer or service organization, F.O.B. CM, Oklahoma City, Oklahoma, freight prepaid. The warranty on any part repaired or replaced under warranty expires at the end of the original warranty period.

This Limited Express Warranty shall cover the labor incurred by CM authorized service personnel in connection with the installation of a new or repaired warranty part that is covered by this Limited Express Warranty only to the extent specifically set forth in the then existing labor allowance schedule provided by CM's Warranty Department and only as follows: (1) CM Units for ten (10) years from the Warranty Inception Date; (2) Thermostats, auxiliary electric heaters and geothermal pumping modules built or sold by CM, when installed with CM Units, for ten (10) years from the Warranty Inception Date. Actual Labor costs are not covered by this Limited Express Warranty to the extent they exceed the amount allowed under said allowance schedule, they are not specifically provided for in said allowance schedule, they are not the result of work performed by CM authorized service personnel, they are incurred in connection with a part not covered by this Limited Express Warranty, or they are incurred more than the time periods set forth in this paragraph after the Warranty Inception Date.

This 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 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 subjected to improper or inadequate installation, maintenance, repair, wiring or voltage conditions; (7) Products subjected to accident, misuse, negligence, abuse, fire, flood, 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; (8) Mold, fungus or bacteria damages; (9) Corrosion or abrasion of the product; (10) Products supplied by others; (11) Products which have been operated in a manner contrary to CM's printed instructions; (12) Products which have insufficient performance as a result of improper system design or improper application, installation, or use of CM's products; or (13) Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever.

This Limited Express Warranty provides the limited labor allowance coverage as set forth above. Otherwise, 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 a defective part covered by CM's Limited Express Warranty; (2) The costs of labor, refrigerant, materials or service incurred in diagnosis and removal of the defective part, or in obtaining and replacing the new or repaired part; (3) Transportation costs of the defective part from the installation site to CM, or of the return of that part if not covered by CM's Limited Express Warranty; or (4) The costs of normal maintenance.

This Limited Express Warranty applies to CM Residential Class products ordered from CM on or after May 1, 2010 (this would generally include CM Units with serial numbers beginning with "N118" and higher), and is not retroactive to any products ordered from CM prior to May 1, 2010 (this would generally include CM Units with serial numbers beginning with "N117" and lower). If you are unsure if this Limited Express Warranty applies to the product you have purchased, contact CM at the phone number or address reflected below.

CM'S LIABILITY UNDER THE TERMS OF THIS LIMITED WARRANTY SHALL APPLY ONLY TO THE CM UNITS REGISTERED WITH CM THAT BEARS THE MODEL AND SERIAL NUMBERS STATED ON THE ATTACHED LIMITED WARRANTY VALIDATION CERTIFICATE, AND CM SHALL NOT, IN ANY EVENT, BE LIABLE UNDER THE TERMS OF THIS LIMITED WARRANTY UNLESS THIS WARRANTY CERTIFICATE HAS BEEN VALIDATED BY CM'S ISSUANCE OF A LIMITED WARRANTY VALIDATION CERTIFICATE.

**Limitation:** This Limited Express Warranty is given in lieu of all other warranties. If, notwithstanding the disclaimers contained herein, it is determined that other warranties exist, any such express warranty, including without limitation any express warranties or any implied warranties of fitness for particular purpose and merchantability, shall be limited to the duration of the Limited Express Warranty.

### **LIMITATION OF REMEDIES**

In the event of a breach of the Limited Express Warranty, CM will only be obligated at CM's option to repair the failed 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, and 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 PURCHASER AGAINST CM FOR BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR CM'S NEGLIGENCE OR IN STRICT LIABILITY.**

### **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 OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM'S NEGLIGENCE OR AS STRICT LIABILITY.**

### **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 limitations on how long an implied warranty lasts, or the limitation or exclusions of consequential or incidental damages, so the foregoing exclusions and limitations 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 and from Canadian province to Canadian province.

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

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