## Klimaire 🕿

## FIVE YEAR LIMITED WARRANTY

## KLIMAIRE HVAC EQUIPMENT

1. (a) <u>ONE YEAR PARTS BASE WARRANTY</u>. KLIMAIRE PRODUCTS, INC. ("KLIMAIRE") warrants to the original end-user of this product that if any part fails due to improper workmanship and/or material under normal use and service within the Warranty Period from the date of original installation, KLIMAIRE will provide a new or remanufactured part, at its option, without charge for the part except for the freight costs which are the owner's responsibility. Replacement parts are warranted for the remainder of the original warranty period. This base warranty term is applicable to unregistered products.

(b) <u>5 YEAR COMPRESSOR WARRANTY</u> – During the warranty period from the date of purchase, should the compressor fail due to improper workmanship and/or material, KLIMAIRE will furnish a replacement compressor at no charge, except for the freight costs which are the owner's responsibility, which is warranted for the remainder of the original warranty period.

(c) <u>5 Year Heat Exchanger Warranty</u>. This warranty applies to ducted central air conditioners only. During the warranty period from the date of installation, should the heat exchanger fail due to improper workmanship and/or material, KLIMAIRE will furnish a replacement exchanger at no charge, except for the freight costs which are the owner's responsibility subject to conditions herein stated.

(d) <u>THIS WARRANTY DOES NOT INCLUDE</u> labor or any other costs incurred for servicing, repairing, removing, installing, complying with local building and electrical codes, shipping and handling of either defective, or replacements parts, or complete unit, for items that are to be maintained or replaced by the owner. Such costs may be covered by a separate warranty provided by the installer.

(e) <u>Alternative Condition</u>, at its option, Klimaire will allow a credit in the amount of the factory selling price for a new equivalent part towards the retail purchase price of a new Klimaire product.
2. Any defective part must be made available to Klimaire in exchange for the replacement part and become property of Klimaire and all shipping and handling charges will be borne by the equipment owner. In order to be eligible for coverage under this warranty you must register your product with Klimaire within (60) days from the date of purchase / shipment from Klimaire. If registration is not completed within (60) days the warranty period reverts to one year all parts and compressor and one year heat exchanger. The return of the owner registration card is not a condition of the warranty coverage. However, please detach and return it so that we can contact you should a question of safety which could affect you arises.

**3. TO OBTAIN WARRANTY SERVICE.** Please contact your installer, dealer or contractor who installed this product. If your installer, dealer or contractor needs assistance, his distributor is available for consultation, and KLIMAIRE supports its distributors' efforts. You are required to show proof of the installation date by a licensed contractor to the servicer or supplier a bill of sale of the equipment, building permit or other document which establishes proof and date of installation.

4. This limited warranty applies only while the unit remains at the site of the original installation (except for mobile home installations). This limited warranty applies only if the unit is installed by a licensed HVAC technician under applicable local and state law and who installed the system in accordance with (a) applicable local installation and building codes and permits, (b) operated in accordance with KLIMAIRE'S instructions and (c) in compliance with and good trade practices, (d) the unit installed in a residence must be owner occupied, single family dwelling (apartment complexes receive a commercial warranty coverage).

**5.** Owner must supply proof of properly maintaining the equipment over the life of the limited warranty. A minimum of once a season maintenance, replacement and/or cleaning filters every month, i.e. we recommend semi-annual preventive maintenance inspections for the entire unit by a licensed or otherwise qualified dealer or contractor or service technician.

6. THIS WARRANTY DOES NOT COVER damages caused by: (a) accident, abuse, negligence, or misuse; (b) operating the product in a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals; (c) oxidation, corrosion, water, water condition,

freezing, fire, or other abnormal environmental conditions (c) installation, 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) lack of scheduled maintenance or failure to provide proof of proper maintenance and service to the product according to the manufacturer's instructions; (f) installation and operation of the product in a manner contrary to the instructions of the manufacturer; (g) failure or damages due to floods, winds, accidents, lightning, brownouts, blackouts, fluctuations in electrical power or other acts of God; (h) freight damages; (i) equipment used in a manner contrary to the Operating Instructions. (j) failures of equipment or compressors due to incorrect refrigerants contrary to manufacturer's recommendations (k) defects, failures or damage due to the use of any attachment, accessory or component contrary to manufacturer's recommendations, or other conditions beyond the control of Klimaire, (I) labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling or either defective and/or replacement parts or new units, and lubrication. 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 that are responsibility of the owner, any refrigerant charges, disposal or recovery of refrigerants. Consult the instructions enclosed with the product for information regarding recommended maintenance.

**7.** This limited warranty also excludes (a) service calls where there are no defects in the system covered under this warranty is found (b) system installations or set up (c) adjustments of user controls (d) repeating calls for a same failure.

 8. Mismatched equipment i.e. equipment not matched as per KLIMAIRE's recommendations is only warranted for 1 year.
 9. The units must be installed and located in the 50 United States, or Canada. Puerto Rico and Mexico are excluded.

**10.** (a) 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, (b) the equipment rating plate must not be removed, or altered, or defaced.

11. 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

CONSENQUENTIAL DAMAGES IN CONNECTION WITH THIS PRODUCT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE. **12.** Some states of the U.S.A. allow limitations on how long an implied warranty lasts 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.

**13.** This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state in the U.S.A. This warranty is not transferable.

How To Obtain Warranty Service. To obtain warranty service and/or parts replacement, you must first notify your installer, then your authorized KLIMAIRE air conditioning dealer or contractor of any defect within the applicable warranty period, if unsuccessful to obtain local assistance please write or call KLIMAIRE as a last resource.

Limited Warranty for Commercial Use. Parts are warranted for a period of 1 year from the original purchase date. Compressor is warranted for 3 years, and heat exchanger is warranted for 5 years. All other terms and conditions remain the same to this limited commercial warranty herein provided.

KLIMAIRE PRODUCTS INC. Attn: Customer Service 2190 NW 89 Place, Doral FL 33172 Phone +305-593-8358 www.klimaire.com FOR WARRANTY SERVICE OR REPAIR:

Model & Serial Numbers

Please Keep This Information With Your Copy of the Klimaire Registration Form

## **Important Information**

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Installer's Name	Outdoor Unit
Phone Number	Indoor Unit
Purchase Date	Furnace

W0HP17-01 this warranty form supersedes all previously issued (04/29/2017)