

## Limited Warranty for Heat Pump Condensing Units with R-410A Refrigerant

Subject to the terms and conditions of this limited warranty, Commercial Energy Savings Plus Inc., DBA Climate Saver Solutions ("Company") extends a limited warranty to the original purchaser (or a successor owner if the original purchaser sells the home within the five (5) year warranty period: see "Term" below) for parts, as well as the associated labor related to said parts, replaced as a result of manufacturing defects for the Climate Saver Inverter Ducted Split System Condenser, Solar Thermal Collector, Air Handler, and Cased Coils (hereinafter referred to as "Product") that are installed in residential/multi-family application (personal, family, or household purposes) and subject to normal use and maintenance in the United States and Canada. All repairs of Products covered under this limited warranty must be made with authorized service parts and by a licensed service provider. Additionally, commercial applications are treated differently under this limited warranty. "Commercial applications" shall mean any application other than for personal, family or household use.

**This limited warranty applies to Products manufactured on or after January 1, 2020. Please read it in its entirety.**

**TERM:** Page 2 contains the Limited Warranty Period for the original purchaser:

- For most installed Products including, but not limited to, Products installed in a builder's model home, the Commencement Date shall be the date that the original installation is complete and all Product start-up procedures have been properly completed and recorded on the installer's invoice, which includes all model and serial numbers of the installed Product(s). If the installation and start-up date was not recorded on the installer's invoice the Commencement Date shall be sixty (60) days after the factory manufacture date, which is determined by the Product serial number.
- If a Product is installed in a newly constructed home, the Commencement Date is the date the original purchaser purchased the residence from the builder. Proof of Product purchase, installation, and/or closing date of the residence may be required to confirm the Commencement Date.
- The installation of Product replacement parts under this limited warranty shall not extend the original warranty period. The warranty period for any Product part replaced under this limited warranty is the applicable warranty period remaining under the original Product warranty.
- If the original purchaser sells the home within five (5) years of the Commencement Date, this limited warranty shall apply to the subsequent purchaser(s) for all parts for the balance of the warranty period.

**Request Service:** To locate a service provider in your area, who will provide service under this limited warranty call Company at 1-800-760-2546. Company may request proof of Product purchase and/or installation, including installation address, in order to provide replacement part(s) under this limited warranty.

**Company Action:** As the Company's only responsibility and the purchaser's only remedy under this limited warranty, Company will furnish a replacement part for installation by licensed HVAC service provider, without charge for the part as well as associated labor, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance. The purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If the Product part is not available, the Company will, at its option, provide a free suitable 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 purchaser towards the retail purchase price of a new Company product. If the homeowner prefers to install an entirely new system instead of replacing parts in question, no credit will be afforded and any new Product purchase shall be at purchaser's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

**Eligibility Requirements:** The following items are required in order for the Product(s) to be covered under this limited warranty:

- The Product(s) must be in the same location where they were originally installed.
- The Product(s) must be properly installed, operated, and maintained by a licensed HVAC service provider in accordance with the Product specifications or installation, operation, and maintenance instructions provided by Company with each Product. Failure to conform to such specification and/or installation, operation, and maintenance instructions shall void this limited warranty.
- Company may request written documentation showing the proper preventative maintenance.
- All Product parts replaced by Company under this limited warranty must be given to the servicing provider for return to Company.
- Air handler, heat pumps, cased or uncased coils, and packaged units must be part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system or a specification in a Company provided bulletin or otherwise approved in writing by a Company authorized representative.
- All claims under this limited warranty must be filed within 90 days of failure date.

**Exclusions:** Following are not covered by this limited warranty:

- Shipping and freight expenses required to ship Product replacement parts.
- Failures, defects, or damage (including, but not limited to, any loss of data or property) caused by:
  - Any third-party product, service, or system connected or used in conjunction with the Product(s);
  - Any use that is not designed or intended for the Product(s);
  - Modification, alteration, abuse, misuse, negligence, or accident;
  - Improper storage, installation, maintenance, or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the Product nameplate;
  - Any use in violation of the written instructions or specifications provided by Company;
  - Any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes, or any theft or riots;
  - A corrosive atmosphere or contact with corrosive material such as, but not limited to, chlorine, fluorine, salt, sulfur, recycled wastewater, urine, fertilizers, rust, or other damaging substances or chemicals.
- Products purchased direct including, but not limited to, Internet, or auction purchases and purchases made on an uninstalled basis.
- Cabinets or cabinet pieces that do not affect Product performance, air filters, refrigerant, refrigerant line sets, belts, wiring, fuses, surge protection devices, non-factory installed driers, and Product accessories.
- Increased utility usage costs.
- Replacement parts required to convert Product(s) from R-410A refrigerant to any other refrigerant.
- Use of alternate, contaminated, counterfeit, non-manufacture approved refrigerants, and/or non-approved refrigerant additives including, but not limited to, dyes will void this warranty.
- Liquid line filter drier must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressor failures defined as burnouts and failure to do so will void this limited warranty.

**Additional Terms:** THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT(S). NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT, (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE FOR THE PRODUCT(S).

No action arising out of any claimed breach of this limited warranty may be brought by the purchaser more than one (1) year after the cause of action has arisen.

This limited warranty gives you specific legal rights, and you also have other rights that vary from state to state. If this Product is considered a consumer product, please be advised that some state laws do not allow exclusions or limitations on incidental or consequential damages, or limitations on how long a warranty lasts; or how long an implied warranty lasts, so that the above limitations may not apply to you. Refer to your local laws for your specific rights under this limited warranty. If you any questions regarding this limited warranty, please contact your original installation dealer, or any participating dealer, should your original installation dealer no longer be available.

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### WARRANTY TIME PERIODS FOR COMMERCIAL ENERGY SAVINGS PLUS INC., (DBA CLIMATE SAVER SOLUTIONS) PRODUCTS APPLIED IN RESIDENTIAL APPLICATIONS.

#### SINGLE PHASE R-410A OUTDOOR UNITS:

EODA18H-2436CS, EODA18H-4860CS

*Parts Limited Warranty Period - Original Purchaser:*

Compressor, Outdoor Coil, Parts – ten (10) years\*.

*Labor Limited Warranty Period – 3 years*

#### AIR HANDLERS:

EAHATN-24CS, EAHATN-36CS, EAHATN-48CS, EAHATN-60CS

*Parts Limited Warranty Period - Original Purchaser:*

Indoor Coil and Parts – ten (10) years\*.

*Labor Limited Warranty Period – 3 years*

\* If properly registered within 90 days of original installation, otherwise 5 years (except in California and Quebec and other jurisdictions that prohibit warranty benefits conditioned on registration).

### SPECIFIC TERMS FOR COMMERCIAL APPLICATIONS

#### (Models listed above)

Limited Warranty Period: Coil, Parts & Labor – one (1) year.

Limited Warranty Period: Compressor – Parts five (5) years, Labor three (3) years.

Limited Warranty Period: Air Handler – Parts five (5) years, Labor three (3) years.