



## Limited Warranty

The following is the Limited Warranty provided by Addison (a trade name of Addison HVAC LLC, herein "Seller") to any customer (herein "Buyer") for any goods and services (a "deliverable"):

1. Limited Warranty. Seller provides such warranty as set forth in any instruction manual provided with the deliverable, or if there is no such warranty or instruction manual, Seller warrants to Buyer that such deliverable will be free from defects in material and workmanship (in either case the "Limited Warranty"). Except as expressly set forth in this section or specifically authorized by an executive officer of Seller in writing, the Limited Warranty is not transferable or assignable and any such transfer or assignment is void. If Buyer is authorized by Seller to be a reseller of deliverables that are goods or an installing contractor, the Limited Warranty may be passed through to Buyer's customer, but Buyer shall not alter the Limited Warranty in any way. Notwithstanding the foregoing, if Buyer re-brands Seller's deliverable or Seller, at Buyer's request, brands the deliverable with a mark not owned by Seller, the Limited Warranty may not be transferred or assigned, and all claims under the Limited Warranty shall be made directly by Buyer to Seller and not by any customer of Buyer.

The Limited Warranty does not cover service trips, service calls, costs of removing and reinstalling components and other labor charges or the cost of shipment of replacement parts. The Limited Warranty excludes damages due to (i) failure to install, operate or maintain deliverables as directed in any instruction manual provided or under applicable law or regulation, (ii) misuse, abuse, neglect or modification of a deliverable or any controls, in any way, (iii) improper service, use of replacement parts or accessories that are not specified by Seller, (iv) improper installation, or any relocation of a deliverable after initial installation, (v) incorrect supply, accident, fire, flood, acts of God or other casualty, (vi) use of a deliverable other than its intended purpose and normal usage, (vii) use of a deliverable in a corrosive atmosphere or any atmosphere containing contaminants, (viii) shipment of a deliverable (all claims must be filed with carrier), (ix) use of a deliverable in the vicinity of combustible or explosive materials, (x) any defect in a deliverable arising from a drawing, design, or specification supplied by or on behalf of Buyer, (xi) failure of parts, components, services or hook-ups not supplied by Seller, (xii) incompatibility with items not supplied by Seller, (xiii) a deliverable not properly installed by a qualified contractor experienced in installing the deliverable, (xiv) inadequate air for combustion, (xv) improper or rapid cycling of the compressor. No warranty coverage is applicable if Buyer cannot prove original purchase date and required annual maintenance history, the data plate and/or serial number on any deliverable is removed, defaced, modified or altered in any way, or Seller is not permitted to inspect the damaged deliverable.

Wear items or consumables such as belts, filters, coolant, refrigerant, etc. are not included under the Limited Warranty. The Limited Warranty does not cover the equipment and materials not manufactured by Seller; the warranty for those items shall be limited to only such warranty as that furnished by the manufacturer thereof as may properly be assigned to Buyer.

No person other than an executive officer of Seller has authority to change or extend the terms of the Limited Warranty, and Buyer confirms that no other warranty terms have been extended by Seller or are applicable to the deliverables. Change or extensions to the terms of the Limited Warranty are binding only if confirmed in writing by Seller's duly authorized executive officer.

2. Limitation on Warranties/Damages. Any claim under the Limited Warranty set forth in section 1 must be made within the following time periods or such claim is waived: (a) for compressors, the claim must be made within sixty (60) months from the date of purchase by Buyer; (b) for replacement parts, the claim must be made within the latter of twelve (12) months from the date of shipment by Seller or any Limited Warranty period remaining on the deliverable with which the replacement part is used or is intended to be used; (c) for all other deliverables, the claim must be made within twelve (12) months from the date of start-up or eighteen (18) months from the date of shipment by Seller, whichever occurs first. For all deliverables (other than replacement parts) that require installation and start-up, the otherwise applicable warranty period shall be extended by an additional four (4) months if (i) the installation and start-up is performed by a contractor on Seller's current list of contractors who have successfully completed Seller's current installation course for that deliverable and (ii) full details of the installation and start-up are provided to Seller at or prior to the time any warranty claim is made.



**Except as set forth in these terms, Seller makes no representation or warranty of any type, express or implied, including any warranty of merchantability, warranty of fitness for a particular purpose or warranty of non-infringement or warranty arising from any course of dealing, course of performance or usage of trade.**

**Seller will not under any circumstances, be liable for any special, indirect, punitive or consequential damages (even if Seller has been notified of the possibility of such damages) resulting from or related to a product including, without limitation, any loss of profits, or loss of opportunity.** Some jurisdictions do not allow limitations on warranties or damages, so this limitation or exclusion may not apply to Buyer.

- 3. Remedy. Seller's sole obligation and Buyer's exclusive remedy with respect to any deliverable, whether arising in contract, tort (including negligence), strict liability, breach of warranty or otherwise, is limited to Seller, at its discretion, replacing or repairing the defective deliverable, providing replacement parts or issuing Buyer a credit equal to the price paid to Seller for such defective deliverable, and in no event will Seller's liability exceed the amounts actually received by Seller for any deliverable.**

This exclusive remedy shall not be deemed to have failed its essential purpose so long as Seller is willing and able to repair or replace a defective deliverable or parts thereof or, also at Seller's option, to refund the price received by Seller for the defective deliverable, within a reasonable time after Buyer demonstrates that a defect exists in accordance with the terms and limitations of the Limited Warranty.

If you have questions, contact your installing professional. Should you need replacement parts or have additional questions, call or write:

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