

## **HVAC EQUIPMENT LIMITED WARRANTY**

### **FAILURE TO MAINTAIN YOUR EQUIPMENT WILL VOID THIS WARRANTY**

The following ASPEN equipment is covered by the Limited Warranty,

ABM, AFM, AAW, ABW, AEW, AFW, AAC, ABL, AEC, AAL, AEL, AFL, AAN, AEN, AE (U/D), FCB, FCW, FFC & FFW Series Air Handlers

### **PARTS COVERAGE**

The covered equipment and covered parts are warranted by Aspen Manufacturing, LLC ("Aspen") from the date of purchase, for a period of five (5) years, followed by another five (5) years warranted by HVAC USA Corp. (Company) for a full covered period of ten (10) years from the date of purchase.

Aspen Air Handlers sold shall be of a merchandisable quality, free of defects in material or workmanship, under normal use and service. If, during this period, a covered component fails because of a manufacturing defect, Company will provide a free replacement part to the owner through a licensed service contractor. The customer must pay shipping charges and all other costs of warranty service. Company will not pay labor involved in diagnostic calls or in removing, repairing, servicing, or replacing parts. Such cost may be covered by a separate warranty provided by the installer.

This warranty applies only if:

- 1) The unit is installed in an owner-occupied, single-family residence, and,
- 2) The unit is installed in conjunction with a split system air conditioner or heat pump to which it is properly matched by the installer.

### **CARE OF EQUIPMENT**

All Aspen Air Handler must be properly installed, operated, and maintained in accordance with the unit installation, operation and maintenance instructions provided. Failure to provide proper maintenance will void this warranty.

### **WARRANTY PROCEDURE**

When service or warranty parts are required:

1. Call your local licensed service dealer or contractor.
2. If the installing dealer is unable to provide warranty service, call any of our stores for an authorized service dealer or contractor.
3. Be prepared to furnish the following information:
  - a. Complete model and serial number
  - b. Proof of required periodic maintenance, installation date and location.
  - c. An accurate description of the problem

### **EXCLUSIONS**

THIS WARRANTY DOES NOT INCLUDE SERVICE OR LABOR CHARGES CONNECTED WITH THE DETERMINATION OR REPLACEMENT OF DEFECTIVE PARTS. ALL LABOR CHARGES ARE THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR FOR THE LENGTH OF HIS GUARANTEE, IF ANY, AND THEREAFTER THE CONSUMER. OUR WARRANTY OBLIGATION IS LIMITED TO THE EXCHANGE OF DEFECTIVE ITEMS AS SPECIFICALLY PROVIDED HEREIN. WE WILL NOT PROVIDE ANY OTHER FORM OF COMPENSATION IN LIEU OF THIS EXCHANGE PROVISION. THE FOREGOING PROVISIONS STATE THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM IN RESPECT TO THE PRODUCT. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS DEPENDING ON THE JURISDICTION, WHICH IF AVAILABLE ARE

LIMITED TO THE DURATION OF THIS WARRANTY. CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR THE BREACH OF ANY WARRANTY WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO EXTRA UTILITY EXPENSES OR LOSSES TO PERSONS OR PROPERTY ARISING OUT OF THE FAILURE OF THIS EQUIPMENT TO OPERATE FOR ANY REASON WHATSOEVER ARE EXCLUDED.

This warranty does not cover loss or damage due to:

1. The actions, omissions or stability of the independent contractor(s) who install or service this unit.
2. Components or other accessories not compatible with the unit.
3. Acts of God.
4. Extreme outside temperatures lower than  $-25^{\circ}$  or higher than  $120^{\circ}$ .
5. Installations outside the United States and Canada.
6. Sheet metal parts, expendable supplies such as refrigerants, and repairable coils.
7. Damage or repairs incurred for repairs of start-up refrigerant leaks since Air Handler with coils that are not pressurized should not be installed.
8. Damage or repairs associated with an Air Handler that has been removed from the location where it was originally installed.
9. Damage or repairs required as a consequence of faulty installation or application.
10. Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere (such as salt, chlorine, fluorine, or other damaging chemicals) or other externally damaging conditions.
11. Lack of normal maintenance as described in the installation and operating manual, such as cleaning of the coils.
12. Parts not supplied or designated by Aspen.
13. Damage or repairs required as a result of any improper use, maintenance, operation or servicing.
14. Changes in the appearance of the unit that does not affect its performance.

The costs of refrigerant, refrigerant reclamation, miscellaneous material and labor charges for diagnostics, servicing or replacing parts are not covered. Aspen and Oldach shall have no liability for expenses incurred for repairs without prior, written authorization from Aspen. No purchaser, distributor, dealer, representative, agent, person, firm or corporation has authority to alter, add to, or modify this warranty, either orally or in writing.

The installation of replacement parts under the terms of this warranty does not extend the original warranty period.

Company makes no express warranties other than the warranty specified above. All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are excluded to the extent to a period legally permissible. Should such exclusion or limitation of the warranty be unenforceable, such implied warranties are in any event limited to a period of one (1) year. Liability for incidental and consequential damages is excluded. Some states do not allow limitation of incidental damages, so the limitations or exclusions may not apply to you. Company will not pay electricity or fuel costs, or increases in electricity or fuel costs, for any reason whatsoever, including additional or unusual use of supplemental electric heat. This warranty does not cover lodging expenses or labor charges.

Company shall not be liable for any default or delay in performance under this warranty caused by any contingency beyond its control.