

LIMITED WARRANTY

Models:

Condensers: **AESAS4T, **AESHS4T

Air Handlers: **AEAMPSF, **AEAMPEF, **AEAWPEF

Coils: **AECMPT



Unless otherwise required or prohibited under applicable state or province law, **MRCOOL** (hereinafter "**MRCOOL**" or "Company") warrants this product listed above against failure due to defect in materials or workmanship under normal use and maintenance. This warranty applies to all units installed in owner-occupied residences, multi-family residences, and limited commercial applications which use a 1-Phase power supply.

To the original owner (hereinafter "Customer"), Company provides this non-transferable limited warranty for a total of ten (10) years of limited warranty coverage for Parts and a limited lifetime Compressor warranty. "Lifetime" is defined as the term between the proof of purchase date and the death of the original owner or the legal spouse of the original owner. The warranty period begins on the proof of purchase date for all parts and compressor to the original end user. The warranty on all parts is provided to the original end user given the following conditions and limitations:

This warranty **DOES NOT** continue after the unit is removed from the location where it was originally installed.

This warranty **DOES NOT** apply to, and no warranty is offered by Company on any unit that **IS NOT** purchased from an authorized dealer and installed with adherence to **all applicable local, state or province, and federal laws and regulations including but not limited to electrical codes and permits, policies, and licensing.**

The ten (10) year warranty period **DOES NOT** apply to any unit that is installed with a used, incompatible, and/or unapproved condenser/air handler/coil. If a used, incompatible, and/or unapproved condenser/air handler/coil **IS** used the **WARRANTY WILL BE VOIDED.**

PARTS - As its only responsibility, and your only remedy, Company will furnish a replacement new or refurbished part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. **"Parts" are defined as, but not limited to: pre-charged line sets, all individual components housed within the air handler, and all individual components housed within the condenser excluding the compressor. When required by law or when required for diagnostic testing as directed by Company, a State or province certified or licensed HVAC contractor is necessary.** Any part replaced pursuant to this warranty is warranted only for the unexpired portion of the warranty term applying to the original part.

Compressor - As its only responsibility, and your only remedy, Company will furnish a replacement new or refurbished compressor, without charge for the compressor only, to replace any compressor that is found to be defective due to workmanship or materials under normal use and maintenance. **When required by law or when required for diagnostic testing as directed by Company, a State or province certified or licensed HVAC contractor is necessary.** Any compressor replaced pursuant to this warranty is warranted only for the unexpired portion of the warranty term applying to the original compressor.

LIMITATIONS OF WARRANTIES: THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTY RIGHTS AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE PURCHASE PRICE OF THE SYSTEM.

THIS WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts or new units.
2. Normal maintenance as outlined in the Installation and/or Owner's Manuals, including, but not limited to filter cleaning and/or replacement, and lubrication.
3. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
4. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service.
5. Failure or damage due to animals or other organisms, water, floods, winds, fires, lightning, accidents, impact damage from projectiles, earthquake, theft or loss, riot, vandalism, acts of war, force majeure, corrosive environments, or other conditions beyond the control of the Company.
6. Parts or products not supplied or designated by Company, or damages resulting from their use.
7. Products installed outside the USA and Canada.
8. Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
9. Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant.
10. Any and all shipping or freight charges or damages arising from transportation of the product or parts covered by the Limited Warranty.
11. A product that had a serial number or any part(s) thereof altered, defaced or removed in any way.
12. Products moved from their original installation address.
13. Any damage caused by frozen or broken water pipes in the event of equipment failure.
14. Changes in the appearance of the unit that do not affect its performance.
15. Replacement of fuses and replacement or resetting of circuit breakers.
16. Units operated in incomplete structures.
17. Damage or repairs required as a result of the use of used or recycled refrigerant.
18. Units installed with a used, incompatible, and/or unapproved condenser/air handler.
19. Any special, indirect or consequential property or commercial damage of any nature whatsoever. Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

For additional warranty exclusions, visit www.mrcool.com

CLAIM SUBMISSION

To submit warranty claims, Customer must call **(270) 366 - 0457**, email support@mrcool.com, create a ticket through mrcool.com or follow other directions provided on mrcool.com. Customer or HVAC Technician must perform any and all diagnostics as directed by Company and provide proof as required by Company. Having a state or province licensed or certified HVAC technician send written proof of diagnostic tests performed and parts failure may be required at Company's discretion. Company may require a copy of the installation invoice to process the claim. To receive warranty credit, your claim must be approved. At the request of Company, parts must be returned to Company and become the property of Company.

DISPUTE RESOLUTION

In the event of any dispute with Company, Purchaser agrees to first contact Company by phone at **(270) 366-0457**, by e-mail at **support@mrcool.com**, or by U.S. Mail at **60 Remington Way, KY 42051** and attempt to resolve the dispute informally by providing the following information: name, address, contact information and the nature of the dispute. In the event that Company is unable to resolve a dispute within 90 days of Purchaser's contacting Company, the parties agree to resolve any claim, dispute, or controversy arising out of or in connection with this Limited Warranty (the "Claims") by binding arbitration.

ARBITRATION

Unless otherwise required or prohibited under applicable state or provincial law, the laws of the State of Kentucky shall govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to this Limited Warranty shall be submitted to confidential arbitration in **MRCOOL**, under the rules then prevailing of the American Arbitration Association. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration involving any other person or entity subject to this Limited Warranty, whether through class arbitration proceedings or otherwise. Except to the extent prohibited by applicable law, Purchaser agrees she/he will not bring any Claim more than one (1) year after the cause of action has accrued. If the arbitrator decides in favor of Purchaser, the award may include Purchaser's costs of arbitration, including reasonable attorneys' fees and reasonable fees for any expert and other witnesses. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction. You have the right to opt out of this arbitration provision by contacting us at info@aechvac.com within thirty (30) days of your purchase of the product. If more than thirty (30) days have passed, you are not eligible to opt out of this arbitration requirement and must pursue any claim through binding arbitration.

For further information about this warranty, visit **www.mrcool.com**