

WARRANTY

Durastar PTAC Limited Warranty

WHAT IS COVERED:

Subject to all of the terms of this Limited Warranty, including, but not limited to, the specific exclusions set forth below and subject to the Manufacturer's right to inspect and validate the warranty claim as set forth below, the Manufacturer ("Durastar") will repair or replace, at its option, your Durastar Packaged Terminal Air Conditioner or Packaged Terminal Heat Pump ("Product"). This Warranty applies to the original purchaser only, and only covers defects in materials or workmanship experienced during operation of the product under normal service, maintenance, and usage conditions. This Warranty applies to the use of the Product within the United States of America while it remains at the original installation site and is not assignable or transferable to any subsequent purchaser or user. All products and parts replaced by Durastar under Warranty service become the property of Durastar. Durastar may request the original Product or part be returned in exchange for the replacement. Replacement product, parts, or repairs are warranted for the unexpired portion of the original warranty period. The warranty period commences from the date of original retail purchase and is subject to any conditions set forth as follows:

For a period of ONE (1) YEAR from the date of original retail purchase, Durastar will repair or replace, free of charge (including labor), any Product or parts that fail due to a defect in materials or workmanship. During this period, Durastar will provide a labor allowance for labor performed by an authorized Durastar PTAC servicer that does not exceed the price of Product replacement.

For a period of TWO (2) THROUGH FIVE (5) YEARS from the date of original retail purchase, Durastar will repair or replace, free of charge (including labor), any part of the sealed refrigerant system (compressor, evaporator, condenser, and connected tubing) that fails due to a defect in materials or workmanship. During this period, Durastar will provide a labor allowance for labor performed by an authorized Durastar PTAC servicer that does not exceed the price of unit replacement. Replacement of refrigerant remains Owner's responsibility.

For a period of TWO (2) THROUGH FIVE (5) YEARS from the date of original retail purchase, Durastar will repair or replace, free of charge, the following parts that fail due to a defect in materials or workmanship: Fan motors, circuit board, heaters, capacitors, thermistors, solenoids, blower wheels, switches, and auxiliary controls. During this five-year limited parts warranty, Durastar will not be responsible for any labor or additional expenses.

WHAT IS NOT COVERED – The following limitations apply to the coverage of this Warranty. This Warranty does not cover:

- Labor charges for installation, setup, or training to use the Product.
- Damage caused by shipping or improper handling, improper voltage or any other misuse, including abnormal service, handling, or usage, or installation
- Damage caused by improper installation of the Product by anyone other than an authorized PTAC servicer.
- Cosmetic damage such as scratches and dents.
- Normal wear and tear on parts or replacement of parts designed to be replaced, including but

WARRANTY

not limited to filters, the front cover, and control panel.

- Transportation or freight charges incurred in connection with warranty service.
- Service trips to deliver, pick-up, or repair; install the product; or to instruct in proper usage of the product.
- Damages or operating problems resulting from misuse, abuse, operation outside environmental specifications, uses contrary to instructions provided in the owner's manual, accidents, acts of God, vermin, fire, flood, improper installation, unauthorized service, maintenance negligence, unauthorized installation or modification.
- Damage or failure due to operating the Product in a corrosive coastal environment, or in an environment containing corrosive chemical agents or other hazardous chemicals.
- Products that have been modified to perform outside of specifications without the prior written permission of Durastar.
- Products lost in shipment, or theft.
- Products sold AS IS or from an unauthorized reseller.
- Products with serial numbers that have been removed, defaced, or invalidated.
- Damage from other than normal use.
- Replacement or repair of household fuses, circuit breakers, wiring, or plumbing.
- Damage to personal property from use of product.
- Damage from service other than from an authorized Durastar repair servicer.
- Filters, front cover, control panel and all attachments, accessories, and disposable parts.
- Any damage caused by frozen or broken water pipes in the event of equipment failure
- Any service charges not specifically identified as normal such as normal service area or hours.
- Any special or consequential damages arising out of the use of the product.
- Expedited freight charges, unless pre-approved in writing by Durastar.

OBTAINING WARRANTY SERVICE: To submit a Warranty Claim, contact Durastar Customer Support for troubleshooting assistance and warranty service at www.Durastar.com or call 1-888-320-0706. Before contacting Customer Support you are required to have your model number, serial number, and proof of purchase available upon request. A Durastar authorized representative must confirm that your Product is eligible for warranty service as defined herein. For warranty credit for labor covered by this Warranty, the labor must be performed by an authorized Durastar PTAC servicer. The Product must be installed in its original location and fully accessible. Rated electrical power must be available at the unit location. If a repair cannot be completed on-site, it may be necessary to remove, repair, and return the unit. If on-site service is not available, Durastar may, at its option, arrange to transport the Product to and from a Durastar authorized service center. Durastar is not responsible for unit removal, replacement, or relocation of the unit if it is inaccessible or cannot be repaired on-site. Parts determined by Durastar to be covered under this Warranty (if required to be returned) must be returned to the point of purchase. Durastar is not responsible for damage resulting from shipper mishandling or improper packaging. Products received without a return authorization number will be refused.

EXCLUSIONS AND LIMITATION OF LIABILITY

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY

WARRANTY

LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS DISTRIBUTORS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. IN NO EVENT AND UNDER NO CIRCUMSTANCE OF ANY TYPE OR KIND SHALL THE SELLER, MANUFACTURER, AND/OR DISTRIBUTOR BE LIABLE FOR ANY REASON, UNDER ANY THEORY, FOR MORE THAN THE BASIC COST OF THE PRODUCT TO THE PURCHASER OR END USER. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.