



FHP MANUFACTURING COMPANY

LIMITED PRODUCT WARRANTY FOR DISTRIBUTOR SOLD RESIDENTIAL PRODUCTS

WARRANTY TERMS

The following Warranty terms apply only to "Distributor Sold Residential Products." An FHP Manufacturing Company (FHP) product qualifies as a "Distributor Sold Residential Product" only if the ninth (9th) digit of the unit model serial number is the letter "T" if manufactured before December 31, 2009 or the eighth (8) and ninth (9) digits are TW if manufactured after December 31, 2009 *. Subject to the limitations set forth below, FHP warrants all FHP Distributor Sold Residential Products against defects in material or workmanship under normal use and with proper maintenance for the time periods specified below ("Duration of Warranty"). Under this Warranty we will replace or repair any defective part, or portion thereof, within a reasonable time after receipt of the defective part. An exchanged (replacement) part will be warranted for only the unexpired term of the Warranty for the original product.

DURATION OF WARRANTY

Subject to the exceptions and limitations of this Warranty, FHP warrants that its Distributor Sold Residential Products will be free from material defects in workmanship and material for the following time periods: In the case of "refrigerant circuit parts" (consisting of the following parts only: compressors, refrigerant to air/water heat exchangers, reversing valves and refrigerant metering devices), for ten (10) years parts and five (5) years labor from the warranty inception date and in the case of all other parts five (5) years parts and two (2) years labor following the warranty inception date. The warranty inception date shall be based on proof of certificate of occupancy date, or proof of certified start up date,

***This Limited Product Warranty for Distributor Sold Residential Products applies to FHP products manufactured on or after December 1, 2009 (i.e. FHP Units with serial numbers beginning with "SM" or, if manufactured after December 31, 2009, the fifth (5) through seventh (7) digits are 001 or higher).**

HOW TO OBTAIN WARRANTY SERVICE

You should timely notify your installer or dealer of any problems with the FHP products. In the event that the problem is determined to be the result of an FHP product, your installer or dealer must notify the FHP Distributor who provided the product within thirty (30) days of discovery of the problem. At FHP's option, any defective products shall be returned to FHP's factory in Ft. Lauderdale, Florida, freight prepaid. If FHP determines the part to be defective and within this Limited Product Warranty, FHP shall, when such part has been either repaired or replaced, return it to the factory authorized distributor, dealer or installer F.O.B Fort Lauderdale, FL. FHP will make every effort to correct any problem covered by this Warranty as quickly as possible; however, FHP is not responsible for any default or delay in its performance that is caused by war, governmental restrictions or restraints, strikes, material shortages, or any other occurrences that are beyond the control of FHP. If assistance is required in obtaining warranty performance, please contact us at: FHP Manufacturing Co., 601 NW 65th Court, Fort Lauderdale FL 33309.

EXCEPTIONS TO WARRANTY

THIS WARRANTY DOES NOT APPLY TO:

- (1) Air filters, fuses, refrigerant, and oil;
- (2) Products that have been relocated after original installation;
- (3) Any portion of the system not supplied by FHP;
- (4) Products or component parts on which the tags or nameplates have been removed, altered or defaced;
- (5) Scratches in or discoloration of finishes;
- (6) Products damaged during shipment or by improper service; products which have defects or damage which results from improper installation, wiring, electrical imbalance characteristics or improper maintenance; or caused by accident, misuse or abuse, fire, flood, alteration, misapplication or modification of the product, breakage or rupture of the water tubing and/or water condenser coil when subjected to freezing conditions, use during construction, or acts of God;
- (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, the addition of unapproved chemicals, operation at abnormal temperatures, pressures or flow rates, unauthorized opening of the refrigerant circuit or any attachment, accessory or component not authorized and approved by FHP;
- (8) Any conditions within the structure, including mold and/or mildew and/or any chemical or toxin secreted there from or damage resulting from mold, fungus or bacteria;
- (9) Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever;
- (10) Products on which payment to FHP is or has been in default;
- (11) Product repairs by unauthorized service personnel;
- (12) products manufactured before December 1, 2009.

LIMITATIONS OF REMEDIES

This warranty covers the cost of the labor incurred by FHP authorized service representatives in connection with the installation of the new or repaired warranty product. The labor reimbursement under this warranty shall not exceed the amounts specifically set forth in the FHP Manufacturing labor allowance schedule and payable through the authorized FHP Distributor. Notwithstanding the above, FHP will only be obligated, at FHP's option, to repair the failed product or to furnish a new or rebuilt product in exchange for the product that has failed. If, after written notification to FHP of each defect and a reasonable attempt by FHP to correct the defect, malfunction or other failure and the remedy fails to resolve the problem, FHP shall refund the purchase price paid to FHP in exchange for the return of the product. IN NO EVENT SHALL FHP'S LIABILITY EXCEED THE PRICE OF THE GOODS WHICH GIVE RISE TO THE CLAIM. **BUYER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY AGAINST FHP WILL BE LIMITED TO THE REPAIR OR REPLACEMENT OF NONCONFORMING OR DEFECTIVE PRODUCTS, PROVIDED FHP IS PROMPTLY NOTIFIED IN WRITING WITHIN THIRTY (30) DAYS OF THE DISCOVERY OF ANY DEFECT OR NONCONFORMING PRODUCTS. FHP MUST BE NOTIFIED OF THE DEFECT OR NONCONFORMANCE WITHIN THE WARRANTY PERIOD. THIS EXCLUSIVE REMEDY WILL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS FHP IS WILLING TO REPAIR OR REPLACE THE PRODUCTS THAT ARE FOUND TO BE DEFECTIVE OR NON-CONFORMING WITHIN THE APPLICABLE WARRANTY PERIOD.**

LIMITATIONS ON WARRANTY

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED. FHP WILL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, INSTALLATION OR REMOVAL COSTS, LOSS OF USE OF EQUIPMENT, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES AND LOSS OF BUSINESS. The agents, dealers and employees of FHP are not authorized to make any modifications to this warranty or any additional warranties, and any additions or statements, whether oral or written, do not constitute warranties and should not be relied upon.

OTHER

NOTE: This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state. Some states do not allow exclusion of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. In addition, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This Warranty applies to FHP products installed in the Continental United States and Canada only.