



FHP MANUFACTURING Co.

LIMITED PRODUCT WARRANTY DISTRIBUTOR SOLD RESIDENTIAL PRODUCTS

WARRANTY TERMS

The following Warranty terms apply only to "Distributor Sold Residential Products." An FHP Manufacturing Co. (FHP) product qualifies as a "Distributor Sold Residential Product" only if the ninth (9th) digit of the unit model serial number is the letter "D" or "T". Subject to the limitations set forth below, FHP warrants all FHP products that are 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/Statute of Limitations"). 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 portion of the original Warranty.

DURATION OF WARRANTY: STATUTE OF LIMITATIONS

The Warranty shall only cover defects occurring during the following time periods: i) For units having the 9th digit in the serial number as "D" In the case of "refrigerant circuit parts" (consisting of the following parts only: compressors, refrigerant to air/water heat exchangers, reversing valves, hot gas bypass valves, hot gas reheat valves, refrigerant metering devices and ECM variable speed fan motors), for a minimum of five (5) years from the date of manufacture, proof of certificate of occupancy date, or proof of certified start up date to a maximum of six (6) years; in the case of all other parts, the shorter of: (a) one (1) year following installation of the product; or (b) eighteen (18) months following manufacture of the product. ii) For units having the 9th digit in the serial number as "T" 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 a minimum of ten (10) years from the warranty inception date and in the case of all other parts five (5) years following the warranty inception date. The warranty inception date shall be (6) six months following the date of manufacture, proof of certificate of occupancy date, or proof of certified start up date whichever comes first,

HOW TO OBTAIN WARRANTY SERVICE

You should timely notify your installer or dealer of any problems with the system. 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 parts shall be returned to FHP's factory in Ft. Lauderdale, Florida freight prepaid. If FHP determines the part to be defective and within FHP's 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 maintenance; or caused by accident, misuse or abuse, fire, flood, alteration, misapplication or modification of the product, breakage or rupture of 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 residence, including mold and/or mildew and/or any chemical or toxin secreted therefrom 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.

LIMITATIONS OF REMEDIES

Notwithstanding the above FHP will only be obligated, at FHP's option, to repair the failed part or unit or to furnish a new or rebuilt part or unit in exchange for the part or unit that has failed. If, after written notification to FHP in Fort Lauderdale FL 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 said good(s). Said refund shall be the maximum liability of FHP.

LIMITATIONS ON WARRANTY

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, WHETHER ORAL, OR WRITTEN. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE WARRANTY DURATION SET FORTH ABOVE. FHP EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL, DAMAGE ARISING FROM ANY DEFECT IN THE PRODUCT, BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. Such disclaimed damages include, but are not limited to, loss of profit or revenue, loss of use of the equipment or any associated equipment, loss of capital, cost of any substitute equipment, facilities or services and downtime costs or claims of customers of the purchaser for such damages caused by any defect in the product. 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.