Allstyle Coil Company, L.P. PRODUCT LIMITED WARRANTY

August 2014

Allstyle Coil Company, L.P. makes the following limited warranties for products manufactured for residential applications installed in the United States and Canada. Products installed in residential applications are provided a <u>limited five (5) year warranty</u> as outlined below. Products installed in commercial applications are provided a <u>limited one (1) year warranty</u>. These limited warranties extend to the original purchaser and any subsequent transferees as long as the product remains at the site of the original installation.

Limited Five (5) Year Warranty

Allstyle warrants to the purchaser of this product that should it prove defective within five years of the date of installation due to improper workmanship and/or material under proper installation, Allstyle will repair or replace, at its option, any defective part without charge for the part. Replacement parts are warrantied for the remainder of the original warranty period.

This warranty does not include labor or other costs incurred for the servicing, maintenance servicing, replacing, removing, shipping or handling of either defective or replacement parts, or complete unit, except as stated above. Allstyle will not pay for electricity or fuel costs, or increases in electricity or fuel costs for any reason. These costs may be covered by a separate warranty provided by the selling dealer or contractor.

In establishing the date of installation used in the determination of the starting date for the term of this Limited Warranty, proof of the original installation must be presented (you must retain the original records that can establish the installation date of your unit), otherwise the effective date will be based upon the date of unit manufacture, plus thirty (30) days NOT to exceed six years from date of manufacturer.

**Note: Commercial applications will include all of the above mentioned for the <u>limited one (1) year warranty.</u> The Above Warranties are subject to the Following Conditions:

- 1. You must retain your bill of sale or provide other proof of purchase.
- 2. This limited warranty applies only while the product remains at the site of the original installation (except for mobile home installations) and only to products installed by licensed dealers or contractors as determined by local licensing requirements.
- 3. This limited warranty applies only if the product is installed and operated in accordance with Allstyle instructions and in compliance with applicable local installation and building codes and good trade practices.
- 4. AllStyle requires a yearly inspection and service of the equipment by a licensed technician.

This Warranty Does Not Cover Damages Caused By:

(A) accident, negligence, or abuse; (B) operating the product in a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals; (C) modification, alteration, repair or service by anyone not properly qualified to perform such service modification, alteration or repair; (D) improper matching or application of the product or components; (E) failure to provide proper maintenance and service to the product according to the manufacturer's instructions; (F) installation or operating of the product in manner contrary to the instructions of the manufacturer; (G) products installed outside the United States or its territories, (H) failure to operate due to interruption and/or inadequate electrical service, (I) any damage caused by frozen or broken water pipes in the event of equipment failure, (J) AllStyle is not responsible for any water damage to property.

To prevent water damage, it is the installing contractors responsibility to install proper secondary safety pans, drain lines, and float switches to ensure proper drainage from over-flow (K) damage or repairs required as a result of the use of used or recycled refrigerant, (L) lightening, floods, fires, winds, corrosive atmosphere or any other acts of God beyond the control of Allstyle. (M) This limited warranty also excludes all costs of installation disconnection or dismantling the product, parts used in connection with normal maintenance such as filters, and owner-required maintenance. Consult the instructions enclosed with the product for information regarding recommended maintenance.

How to Obtain Warranty Service

To obtain warranty service and/or parts replacement you must notify your selling dealer or contractor of any defect within the applicable warranty period.

If you have any questions about service or parts that your selling dealer or contractor cannot respond to, please contact:

Allstyle Coil Company, L.P.

7037 Brittmoore Houston, TX 77041

(713) 466-6333

ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSEDLY LIMITED TO THE DURATION OF THE LIMITED WARRANTIES SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW AS HEREBY LIMITED, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTESS, AGREEMENT AND SIMILAR OBLIGATIONS OF MANUFACTURER OR SELLER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PRODUCT OR PART.

IN NO EVENT SHALL Allstyle BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Some states do not allow the exclusion of incidental or consequential damages so the above limitation my not apply to you.

No person, agent, distributor, dealer, or company is authorized to change, or modify or extend terms of these warranties in any manner whatsoever. The time within which an action must be commenced to **enforce** any obligation of Allstyle arising under this warranty or under any statute, or law of the United States or any states thereof, is hereby limited to one year from the date you discover or should have discovered the defect. This limitation does not apply to implied warranties arising under state law so the above provision may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Any controversy or claim arising out of or relating to this warranty, or the breach thereof, shall be settled through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the aware rendered by the arbitrator may be entered in any court having jurisdiction thereof. This is the exclusive and sole remedy of Buyer, for any breach of warranty. Pursuit of any legal remedy must occur in Harris County Houston, Texas.

This document replaces and supersedes any and all previous warranties issued by Allstyle Coil Co., L.P.

In order to maintain the remainder of the warranty period, you must replace the failed unit with an Allstyle Coil., L.P.