**Fujitsu General America, Inc. – Limited Warranty Statement**

**MODELS COVERED UNDER THIS WARRANTY**: Halcyon™ series systems. **This Warranty Excludes models**: ASU30RLX, ABU18RULX, ABU24RULX, ABU36RSLX, AUU18RCLX, AUU24RCLX, AUU36RCLX, AUU42RCLX, AOU18RLX, AOU24RLX, AOU30RLX, AOU36RLX, AOU42RLX, all R22 models and IAQ models.

This is a **Limited Warranty** provided by **Fujitsu General America, Inc.** ("FGAI") to the original end-user consumer ("Purchaser") of the Fujitsu Halcyon System (original outdoor and its respective original indoor units hereon referred to as "The System"). Installation, operation or use of the System will constitute acceptance of the terms hereof.

**1. STANDARD LIMITED WARRANTY COVERAGE (PARTS ONLY)**
FGAI warrants for the time periods set forth below that the System will be free of defects in material and workmanship for human thermal comfort or other approved applications under normal use and service. Any repaired or replaced component (indoor or outdoor) or part of the System shall be warranted for the remainder of the original limited warranty period or thirty (30) days after shipment of replacement part, whichever is longer. FGAI will provide the following benefits, subject to the conditions stated below:

**PARTS –** For a period of **five (5) years** beginning on the date of purchase or installation completion and system start-up, as verified by an installer's invoice or proof of purchase, FGAI will supply, at its option, either new, like kind or rebuilt replacement Parts. "Parts" are defined as integral components of Fujitsu Halcyon condenser, evaporator or refrigerant branch boxes and only includes items which are not otherwise covered or excluded under this warranty.

**COMPRESSOR** – For a period of **seven (7) years** beginning on the date of purchase or installation completion and system start-up, as verified by an installer's invoice or proof of purchase, FGAI will supply, at its option, either new, like kind or rebuilt replacement compressor(s).

**CONTROLS AND ACCESSORIES** – For a period of **ninety (90) days** beginning on the date of purchase or installation completion and system start-up, as verified by an installer's invoice or proof of purchase, FGAI will supply, at its option, either new, like kind or rebuilt replacement controls. Controls include: Wired Remote Control, IR Receiver, Simple Remote Control, Central Remote Controller, Wireless Remote Control, Fujitsu External Drain Pump and any other Fujitsu Halcyon Controls or Accessory Components.

**1.1. EXTENSION OF THE STANDARD LIMITED WARRANTY**
The Standard Limited Warranty covering parts and the compressor(s) will be extended to a period of ten (10) years to the Purchaser if the following conditions are met:

a) The System is registered **ONLINE** within 60 days from the date of installation, or, in the case of a newly constructed home, within 60 days of the transfer of title.
b) The System is installed in a residential single family or owner occupied multifamily home.
c) The Purchaser resides at the location where the System is installed.
d) The System is purchased after June 1, 2015.
e) Defective Parts and Compressor are made available for return to FGAI and become the property of FGAI.

**The Standard Limited Warranty covering parts and the compressor(s) will be extended to a period of twelve (12) years to the Purchaser if, in addition to meeting the conditions of Section 1.1 (a)-(e), the System is: (f) installed by a Fujitsu Elite* Contractor.**
*(Elite rated contractors are independently owned and operated with no affiliation to Fujitsu or any of its subsidiaries).

**2. PROPER INSTALLATION** – This Limited Warranty applies only to Systems that are installed by contractors who are licensed for HVAC installation under applicable local and state law (Licensed Contractor), and who install the System in accordance with: (a) all applicable building codes and permits; (b) FGAI's installation and operation instructions; and (c) good trade practices.

**3. REGISTRATION** – Register the System online at: **http://contractors.fujitsugeneral.com/registration/**

**4. TERMS OF WARRANTY** – **BEFORE REQUESTING SERVICE** please review the user instructions and technical documentation for your System to confirm that the electric power is supplied and user controls are properly adjusted.

**TO OBTAIN WARRANTY PARTS SERVICE** contact the **Contractor** who installed the System, or search for the nearest HVAC contractor within the applicable Limited Warranty period. A list of **Contractors** may be obtained at http://contractors.fujitsugeneral.com/, by calling 1-866-952-8324 or by emailing servicehvac@fujitsugeneral.com. Proof of purchase or proof of installation by a Licensed Contractor is required to make this Limited Warranty valid. Protect your warranty by registering your product immediately, buying only from an authorized dealer, and checking the product and packaging to verify that the factory serial number have not been tampered with.

**THESE LIMITED WARRANTIES DO NOT INCLUDE LABOR** or any other costs incurred during service, maintenance, repair, removing, replacing, or installing the System, or any parts or other components. Purchaser is solely responsible for all such labor and costs. Please consult the applicable technical documentation regarding maintenance procedures. This Limited Warranty shall not be modified or amended by, and no obligation or liability shall arise out of, FGAI providing, directly or indirectly, any technical advice, information and/or service to Purchaser in connection with the System.

**5. THESE LIMITED WARRANTIES DO NOT COVER:**

a) A System sold and/or installed outside the United States, U.S. Territories or Canada, or Systems designed for markets other than the United States.
b) Any System purchased from an online retailer.
c) A System not installed, serviced, maintained or operated in accordance with instructions and guidelines set forth in the installation, operation, maintenance, software or engineering publications made available by FGAI.
d) A System not installed or serviced in accordance with local and state law, applicable building codes and permits.
e) A System that had a serial number or any part(s) thereof altered, defaced or removed in any way.
f) Any and all shipping or freight charges or damages arising from transportation of parts covered by the Limited Warranty.
g) Damage and/or failure caused by fire, water, wind, floods, impact damage from projectiles, earthquake, theft, riot, vandalism, force majeure, acts of war, or any and all acts of God.
h) Damage and/or failure caused by power surge, interruptions of electrical power, faulty power supply, improper wiring or installation or fluctuations in electrical power.
i) Damage and/or failure caused by misuse, neglect, improper adjustment of user controls, modification and/or alteration of the System or any component thereof, improper sizing or design, or incorporation with other products.
j) Damage and/or failure caused by locating or exposing the System to extreme weather or environmental conditions (outside the recommended installation requirements as stated in the FGAI installation manual), corrosive chemical vapors and/or liquids including, but not limited to: salt air or spray, chlorinated water or vapor (such as in an enclosed pool area), fluorine vapor, formaldehyde, sulfur or other components of formicary corrosion.
k) Damage caused by frozen or broken water pipes in the event of equipment failure.
l) Wear and tear or changes in appearance of the System that do not affect its performance.
m) Replacement of fuses and replacement or resetting of circuit breakers.
n) Damage due to the use of unapproved refrigerant types or use of recycled refrigerant.
o) System installation or set up, or removal of a System from the location where it was originally installed.
p) Any System removed from the location where it was originally installed.
q) Incorrectly matching of product or system.
r) Any third party component used to install the Halcyon product, including but not limited to, pipes, wires, pumps, switches, adaptors, covers, etc.

**6. 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 FGAI 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 FGAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL FGAI'S LIABILITY EXCEED THE PURCHASE PRICE OF THE SYSTEM.**

**Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply. Residents of California and Quebec are not required to register the System in order to obtain all of the rights and remedies applicable to this Limited Warranty.**

**7. DISPUTE RESOLUTION** – In the event of any dispute with FGAI, Purchaser agrees to first contact FGAI by phone at (888) 888-3424, by e-mail at servicehvac@fujitsugeneral.com, or by U.S. Mail at Fujitsu General America Inc., Attn: Customer Service, 353 Route 46 West, Fairfield NJ 07004, 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 FGAI is unable to resolve a dispute within 90 days of Purchaser's contacting FGAI, 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.

**8. ARBITRATION** – The laws of the State of New Jersey 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 Fairfield, New Jersey, 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.

**9. SEVERABILITY** – If a term or condition of this Limited Warranty is held invalid, void or unenforceable, such holding shall not affect any other terms or condition of this Limited Warranty.

**10. MODIFICATION** – No term or condition of this Limited Warranty may be amended or modified except by an instrument in writing executed by the President or Vice President of FGAI. FGAI holds the right to amend the terms and conditions of this Limited Warranty from time to time without notice.

FUJITSU GENERAL AMERICA, INC.
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Ver: Feb 2019