

October 2009 Form

## LIMITED WARRANTY Daikin AC PRODUCTS

(Applies to Daikin Altherma Air to Water Heat Pump Systems Approved Combinations Only)

Daikin AC (Americas), Inc. (“Daikin AC”) warrants to the customer who is the original owner and user of the Daikin AC products specified above (“Customer”) that under normal use and maintenance for comfort cooling and conditioning applications such products (the “Products”) will be free from defects in material or workmanship. This warranty applies to parts only and is limited in duration to five (5) years from the earlier to occur of (a) the date of original installation, whether or not actual use begins on that date, or (b) twenty-four (24) months from the date of shipment by Daikin AC. Customer must present proof of the original date of receipt and of installation of the Product in order to establish the effective date of this warranty. Otherwise the effective date will be deemed to be the date of manufacture plus sixty (60) days. Repaired or replacement parts are warranted for the balance of the warranty period applicable to the original part following the date on which the repaired or replacement part is provided to the Customer.

## EXTENDED WARRANTY

For its compressors only, Daikin AC provides the above warranty (which is applicable to parts only) for a seven (7) year period. This extended warranty for compressors is limited in duration to seven (7) years from the earlier to occur of (a) the date of original installation, whether or not actual use begins on that date, or (b) twenty-four (24) months from the date of shipment by Daikin AC, and applies to the compressor and compressor parts only. The effective date of this extended warranty shall be established as above.

## LIMITED LABOR WARRANTY

The above warranties (hereinafter, the “Warranty”) apply with respect to parts only and not labor. Accordingly, subject to the conditions and limitations set forth herein, the Warranty entitles the Customer to receive, at the option of Daikin AC only, a repaired or replacement part and does not entitle Customer to installation thereof. However, for the first one (1) year only of the Warranty period, Daikin AC will provide labor services to repair a Product or install repaired or replacement parts at its designated repair facilities, or at its option, compensate its authorized dealer and authorized contractor at Daikin AC’s standard fixed rates then in effect (irrespective of charges actually imposed and time actually expended) to provide such services.

## LIMITATIONS AND EXCLUSIONS

1. Daikin AC’s obligations under this Warranty and the sole remedy for its breach are limited to repair of any part or parts of its Daikin AC Products which prove to be defective during the Warranty period or, in its sole discretion, replacement of such Products. All returns of defective parts or Products must include the Product model number and serial number, and must be made through an authorized Daikin AC distributor or arranged through Daikin AC

Customer Service. Authorized returns must be shipped prepaid. Repaired or replacement parts will be shipped by Daikin AC F.O.B. shipping point.

2. Except to the limited extent expressly permitted herein, the Warranty provided herein does not cover charges for labor or other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete Products. Daikin AC is not responsible for any other charges involved in replacement of defective parts or the complete Product, including but not limited to labor costs, refrigerant, and freight charges.

3. All claims under the Warranty must be made within ninety (90) days from the date of discovery of the defect. Failure to notify Daikin AC of a warranted defect within ninety (90) days of its discovery voids Daikin AC's Warranty obligations. The Warranty is not transferable.

4. The Warranty will be void and of no effect, and Daikin AC will have no liability to anyone, if: (a) the Product has been operated outside its designated output capacity (heating, cooling, airflow); (b) the Product has been subjected to misuse, abuse, negligence, accident, improper or inadequate maintenance, corrosive environments (containing e.g. chlorine, fluoride or any other damaging chemicals,) environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock; (c) any Product that has been exposed to contaminants, corrosive agents, chemicals or minerals from the water supply source or otherwise; (d) modifications, repairs or service are made to the Product by unauthorized or unqualified persons; (e) the Product is not installed, operated or maintained and serviced in compliance with the printed instructions and recommendations of Daikin AC; (f) the Product is not installed, commissioned, operated and serviced in compliance with Daikin AC's recommended procedures and with applicable building, mechanical, plumbing and electrical codes and in accordance with best industry standards and practice; (g) the serial number of the Product has been altered, defaced, or removed; (h) mishandling by Customer or any third party has occurred; (i) lightning, fluctuations in electrical power or acts of God have occurred; (j) problems arise from normal wear and tear, improper matching or application of Product or components, or lost refrigerant; or (k) the Product has not been paid for in full by the Customer, including applicable taxes and interest; (l) the Product has not been purchased from an authorized Daikin AC distributor or sales representative (an "Authorized Seller") or from a contractor who has purchased the Product from an Authorized Seller; or (m) the Product has been purchased on the internet from a source not expressly authorized by Daikin AC to sell that Product to such a purchaser in such purchaser's location; or (n) the Product has been purchased from any source or in any manner not expressly authorized by Daikin AC or not consistent with Daikin AC policies and procedures.

5. The Warranty is for repair or replacement of parts or Products only. Except to that limited extent, Daikin AC will not under any circumstances be liable for any loss, cost, damage, or expense of any kind arising out of a breach of this Warranty or otherwise. Without intending to limit the foregoing sentence, it is specifically provided as follows: **DAIKIN AC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF**

REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY (INCLUDING BUT NOT LIMITED TO DAMAGE RESULTING FROM CONDENSATE LEAKAGE) OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE, OPERATION, SERVICING OR REPAIR OF ANY DAIKIN AC PRODUCT. IN NO EVENT WILL DAIKIN AC BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

6. The extended Warranty for compressors shall be valid only if all of the following conditions have been met:

- ❖ Vacuum drying at commissioning was carried out as per Daikin AC's guidelines.
- ❖ All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- ❖ Correct refrigerant charge was weighed in at time of commissioning.
- ❖ Correct refrigerant charge was present at time of breakdown (no leaks).
- ❖ Installation of equipment and pipe-work was completed as per Daikin AC's guidelines (service space, piping limits, use of a Daikin AC supplied REFNET<sup>®\*</sup> (i.e. refrigerant piping adapters and fittings), location, etc.)
- ❖ Equipment was operating within Daikin AC's recommended temperature limits.

7. The above Warranty applies only when the Product remains at the site of the original installation and only to Product installed within the continental United States, Alaska, and Hawaii and only if Customer establishes by clear and convincing evidence that all of the conditions of this limited Warranty have been met.

8. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR DAIKIN AC PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT. DAIKIN AC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE OR PURPOSE OR OF NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE OR USAGE OF TRADE. NO PERSON OR ENTITY IS AUTHORIZED TO BIND DAIKIN AC TO ANY OTHER WARRANTY, OBLIGATION OR LIABILITY FOR ANY DAIKIN AC PRODUCT. ACCEPTANCE, INSTALLATION, OPERATION OR USE OF THE DAIKIN AC PRODUCT FOR WHICH THIS WARRANTY IS ISSUED WILL CONSTITUTE ACCEPTANCE OF THE TERMS HEREOF.

9. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OF ANY EXPRESS OR IMPLIED WARRANTIES, SO TO SUCH EXTENT THE ABOVE EXCLUSIONS MAY NOT APPLY TO CERTAIN CUSTOMERS. THIS LIMITED

WARRANTY PROVIDED BY DAIKIN AC GIVES CUSTOMERS SPECIFIC LEGAL RIGHTS, AND CUSTOMERS MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. The disclaimers of liability included in this Warranty shall remain in effect and shall continue to be enforceable in the event that any remedy herein shall fail of its essential purpose.

10. No one is authorized by Daikin AC to modify this Warranty in any respect or to create for Daikin AC any other obligation or liability in connection with the Product unless done so in a written agreement bearing the handwritten signature of the President or a Vice President of Daikin AC. Customer agrees that any purported change by Daikin AC shall be null and void unless the President or a Vice President of Daikin AC shall have expressly so agreed to such change in writing.

\* REFNET<sup>®</sup> is a registered trademark of Daikin Industries Ltd.