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LIMITED WARRANTY  
Daikin AC PRODUCTS

(Applies to Power Proportional Distribution with Intelligent Touch Controller 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 control applications such products (the "Product") will be free from defects in material or workmanship. This warranty is limited in duration to one (1) year from the date of original installation, whether or not actual use begins on that date, or eighteen (18) months from the date of shipment by Daikin AC, whichever occurs first, and applies to parts only. 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.

LIMITED LABOR WARRANTY

The above warranty applies with respect to parts only and not labor. Accordingly, subject to the conditions and limitations set forth herein, the above warranty entitles the Customer only to receive a repaired or replacement part and not to the installation thereof. However, for the first one (1) year only of the above 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 dealers and authorized contractors at Daikin AC's standard fixed rates then in effect (irrespective of charges actually imposed and time actually expended) to provide such services.

PRODUCT LIMITATIONS

The Power Proportional Distribution ("PPD") software feature on the Product supplies Customer with a calculated estimation of power usage for individual users on a Daikin AC Americas, Inc. building or partial air conditioning system based on the engineering and operating principles of the operation and usage of the system, including Daikin AC's experience in the operation, maintenance and management of such systems in buildings or portions of buildings throughout the world. Because the operating environment for the PPD contains or factors in a number of variables, including operating temperature and pressure, system efficiency, piping length, heat exchange rates, building and building exterior and area characteristics and others, no metered or actually measured apportionment of consumption by individual users on a Daikin AC building or partial building air conditioning system can be made. As a result, Daikin AC is not responsible or liable for the accuracy or the calculation of the data obtained from the PPD software.

The PPD is not a certified or calibrated meter or gauge with results or which supplies data based on the actual flow of electricity through the software or the hardware for the Intelligent Touch Controller ("ITC") and any Daikin AC Building or Partial Building Air Conditioning system.

In the event that Customer uses the PPD software as a basis for billing of tenants or parties other than Customer, Customer agrees that it will not represent to tenants, governmental authorities or third parties that the PPD information or software is a certified meter or measuring device of actual usage. Customer agrees to advise tenants and/or third parties receiving data or information from or based on the PPD of the manner of determination of and accuracy of such information.

The PPD is expressly subject to all Daikin AC Terms and Conditions of Sale in the Daikin AC Terms and Conditions of Sale which are incorporated by reference into the Acknowledgements, Understanding and Agreement and this Limited Warranty.

## 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 Product which prove to be defective or, in its sole discretion, replacement of such Product. All returns of defective parts or Product 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 Product. 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 and freight charges.
3. All claims under the above warranty must be made within ninety (90) days from the date of discovery of the alleged defect. Failure to notify Daikin AC of a warranted defect within ninety (90) days of its discovery voids Daikin AC's warranty obligation.
4. The above 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 operating parameters (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) modifications, repairs or service are made to the Product by unauthorized or unqualified persons ; (d) the Product is not installed, operated or maintained and serviced in compliance with the printed instructions and recommendations of Daikin AC; (e) the Product is not installed, operated and serviced in compliance with applicable building, mechanical, plumbing, electrical and information technology codes and in accordance with best industry standards and practice; (f) the serial number of the Product has been altered, defaced, or removed; (g) mishandling by Customer or any third party has occurred; (h) lightning, fluctuations in electrical power or acts of God have occurred; (i) problems arise from normal wear and tear, improper matching or application of Product or components, or lost refrigerant; or (j) the Product has not been paid for in full by the Customer.
5. The above warranty is for repair or replacement 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 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 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 above warranty for this product shall be valid only if all of the following conditions have been met:
  - The ITC and PPD should be used within the allowed number and models of indoor units, outdoor units and other equipment on the DIII-NET system.
  - The KWh meter shall meet the requirements for the equipment and PPD and correct installation is required.
  - To ensure accuracy of the PPD, no other electrical devices shall be served by these circuits downstream of the equipment.

- Any KWh meter group with outdoor units and indoor units shall be designed accordingly.
- Check the clock for the ITC monthly. If adjustments are necessary, avoid making changes that shift the time behind or ahead of the top of the hour.
- Correct the PPD results periodically, within twelve months.
- Keep the power supply on for the ITC and for both the indoor and outdoor units.
- Setup and commissioning shall be done by a certificated person from or authorized by Daikin AC.
- Equipment must operate 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 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 CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. The disclaimers of liability included in this limited 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 signed by 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.