

LIMITED WARRANTY

Commercial Aire (CAP) warrants this product to be free from defects in factory workmanship and material for a term of **ONE YEAR** under normal use and service. CAP will, at its option, repair or replace any parts that prove to have such defects according to the terms outlined below. This warranty covers only the equipment described by the product Model and Serial Number listed below.

For your benefit and protection, fax this completed sheet to CAP at (817) 624-8581 promptly after installation. This will initiate the warranty period. In the absence of recorded warranty coverage, the warranty period will begin upon date of manufacture based upon the serial number provided. The warranty period for repair or replacement parts shall not exceed 2 years from date of manufacture.

Any part replaced pursuant to this limited warranty is warranted only for the unexpired portion of the warranty term applying to the original part.

This warranty extends only to the original consumer purchaser and is non-transferable. For this warranty to apply the product must be installed according to CAP recommendations and specifications, and in accordance with all local, state, and national codes; and the product must not be removed from its place of original installation.

CAP strongly recommends regular periodic preventative maintenance on this equipment. A licensed contractor can ensure your maintenance program meets the conditions of the warranty, maximize the efficiency of the equipment, and service your unit within the mandated guidelines with regard to unlawful discharge of refrigerants into the atmosphere.

This warranty applies only to products installed in the United States and Canada.

For Owner's Information:

PRODUCT MODEL NO. : _____ INSTALLATION DATE: _____

UNIT SERIAL NO. : _____ INSTALLED BY: _____

CONTRACTOR PHONE # _____ CONTRACTOR LICENSE #: _____

EXCLUSIONS

This warranty does not cover any:

1. Shipping, labor, or material charges (including Refrigerant).
2. Damages resulting from transportation, installation, or servicing.
3. Damages resulting from: use of the product in a corrosive atmosphere; accident; abuse; fire; flood; alteration; or acts of God. Tampering, altering, defacing or removing the product serial number will void this warranty.
4. Damages resulting from inadequacy or interruption of electrical service or fuel supply, improper voltage conditions, Blown fuses, or other like damages.
5. Cleaning or replacement of filters.
6. Damages resulting from failure to properly and regularly clean air and/or water side of condenser and evaporator.
7. Damages resulting from: (a) freezing of condenser water or condensate; (b) inadequate or interrupted water supply; (c) Use of corrosive water; (d) fouling or restriction of the water circuit by foreign material or like causes.
8. Damages resulting from operation with inadequate supply of air or water.
9. Damages resulting from use of components or accessories not manufactured or approved by Commercial Aire.
10. Increase in fuel or electric cost.

This warranty is in lieu of all other warranties, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the disclaimer of implied warranty, so the preceding disclaimer may not apply. In states allowing only a partial limitation on implied warranties, the duration of implied warranties is expressly limited to the duration of the express warranty on the face hereof. In no event, whether as a result of breach of warranty or contract, tort (including negligence) strict liability or otherwise, shall CAP be liable of special, incidental, or consequential damages, including (but not limited to) loss of use of equipment or associated equipment, lost revenues, lost profits, cost of substitute equipment or cost of fuel or electricity.

The above limitations shall inure to the benefit of CAP suppliers and sub-contractors. The above limitation on consequential damage shall not apply to injuries to persons in the case of consumer goods. Some states do not allow the exclusion or limitation of liability for consequential, or incidental damages, or for strict liability in tort, so the above exclusions and limitations may not apply.

CAP does not assume or authorize any person to assume for CAP any other liability for the sale of CAP product. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

The above warranty applies with respect to parts only and not labor. Accordingly, subject to the conditions and limitations set forth herein, the above warrant 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, CAP 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 CAP's standard fixed rates then in effect (irrespective of charges actually imposed and time actually expended) to provide such services

The above warranty is for repair or replacement only. Except to that limited extent, CAP 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: CAP 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 CAP PRODUCT. IN NO EVENT WILL CAP BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Warranty as of 070121

This Warranty Supersedes 072111

