



**Chiltrix, Inc.
Chiller Heat Pump & Indoor Fan Coil Unit
Limited Warranty**

Subject to the terms and conditions of this limited warranty, Chiltrix, Inc. ("Company") extends a limited warranty against manufacturing defects for the CX-series chiller ("Product") and Chiltrix-branded Fan Coil Units that are installed in a residential application (personal, family or household purposes) under normal use and maintenance in the United States and Canada. All repairs of Product parts covered under this limited warranty must be made with authorized service parts and by a licensed HVAC service provider. Additionally, commercial applications are treated differently under this limited warranty. For purposes of this limited warranty, "commercial applications" shall mean any application other than for personal, family, or household use.

TERM: The limited warranty period for Product(s) shipped after Oct 1, 2016 is (5) five years on the compressor and (2) two years on all other parts. For Product(s) shipped prior to Oct 1, 2016, the limited warranty period for the Product is (3) three years on the compressor and (1) one year on all other parts. Regardless of registration, the Commencement Date for the limited warranty period shall be the date that the original installation is complete or (60) days after the unit was shipped from Company whichever is the earlier date. The installation of Product replacement parts under this limited warranty shall not extend the original warranty period. The warranty period for any Product part replaced under this limited warranty is the applicable warranty period remaining under the original Product limited warranty.

WHO IS COVERED: This limited warranty is provided only to the original owner and his or her spouse ("Purchaser") of the residence where the Products are originally installed. This warranty is not transferable. Company has the right to request any and all proof of Product purchase or installation.

WHAT IS COVERED: This limited warranty covers all Chiltrix air to water heat pump outdoor units and any Chiltrix branded indoor fan coil units. This limited warranty does not apply to ancillary items external to the chiller or fan coil cabinet such as pumps, valves, tanks, etc. that may have been shipped along with the system or purchased from a third party.

WHAT COMPANY WILL DO: Company may request proof of Product purchase and/or installation in order to provide Product parts under this limited warranty. As Company's only responsibility and Purchaser's only remedy under this limited warranty, Company will furnish a replacement part to the licensed HVAC service provider, without charge for the part only, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance subject to inspection and approval of the claim by Company. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If a Product part is not available, Company will, at its option, provide a free suitable substitute part or provide a credit in the amount of the then factory selling price for a new suitable substitute part to be used by the Purchaser towards the retail purchase price of a new Company product. Any new Product purchase shall be at Purchaser's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

ADVANCE REPLACEMENT: This limited warranty requires the customer to return any defective parts for inspection prior to receiving warranty replacement. However, to expedite the process, the Company will, subject to the terms of this limited warranty, ship parts in advance of receiving the defective parts provided that the customer provides a credit card or other form of payment acceptable to Company for the parts and/or shipping costs at the time the replacement parts are requested. The Company will charge the customer for the replacement parts, and, after timely receipt (within 30 days of sending the replacement parts) and inspection, if the parts are deemed by Company, in their sole discretion, to be defective, the charges for the advance-replaced parts will be refunded.

ELIGIBILITY REQUIREMENTS: The following items are required in order for the Products to be covered under this limited warranty:

- The Products must be in the same location where they were originally installed.
- The Products must be properly installed, operated, and maintained by a qualified installer in accordance with the Product specifications or installation, operation, and maintenance instructions provided by Company with each Product. Failure to conform to such specifications and/or instructions shall void this limited warranty. Company may request written documentation showing the proper preventative maintenance.
- Repairs, diagnostics, and any service or maintenance work must be performed by a licensed HVAC contractor.
- All Product parts replaced by Company under this limited warranty must be returned to Company.

EXCLUSIONS: The following are not covered by this limited warranty:

- Labor costs including, but not limited to, costs for diagnostic calls or the removal and reinstallation of Products and/or Product parts.
- Shipping and freight expenses required to ship Product replacement parts.
- Failures, defects, or damage (including, but not limited to, any loss of data or property) caused by (1) any third party product, service, or system connected or used in conjunction with the Products; (2) any use that is not designed or intended for the Products; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) improper storage, installation, maintenance, or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the Product nameplate; (5) any use in violation of written instructions or specifications provided by Company; (6) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any theft or riots; or (7) a corrosive atmosphere or contact with corrosive materials such as, but not limited to, chlorine, fluorine, sulfur, recycled waste water, salt, urine, fertilizers, rust, or other damaging substances or chemicals; or (8) failure caused by vandalism, theft, insects, reptiles, birds, or animals.
- Products purchased via internet, mail order, or auction and purchases made on an uninstalled basis unless purchased directly from Company and installed according to the Company installation procedures and installed by a qualified installer.
- Custom products manufactured or modified for a customer's special requirements.
- Utility usage costs.
- Cosmetic issues not affecting the performance of the Product.
- Suitability of the customers selected equipment capacity or size, in regards to the area to be conditioned or the climate of the location.
- Systems damaged by freezing conditions or power problems, surge etc. or from operating the system outside of recommended conditions or design.

REFRIGERANT POLICY: All refrigerant work must include a liquid line filter drier which must be replaced any time that opening the refrigerant circuit is necessary. A suction line filter drier must be added for compressors defined as burnouts. Failure to comply with such filter drier requirements or the use of contaminated or alternate refrigerant or any non-approved refrigerant system additives including, but not limited to, dyes, will void this limited warranty.

ADDITIONAL TERMS:

THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS. NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL SELLING PRICE OF THE PRODUCTS. No action arising out of any claimed breach of this limited warranty may be brought by a Purchaser more than one (1) year after the cause of action has arisen. Exclusive venue for any dispute arising hereunder shall lie in Virginia Beach, USA and shall be governed exclusively by Virginia law. This limited warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages, how long a warranty lasts based on registration, or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this limited warranty.