

LIMITED WARRANTY FOR GAS FIRED FURNACES

TEXAS FURNACE, L LC
7037 Brittmore, Houston, TX 77041

5 – YEAR LIMITED PARTS WARRANTY

Texas Furnace, LLC warrants, to the original home owner at the first installation site, this product will be free from defects in material and workmanship, for the lesser of (a) a period of five (5) years from the documented installation date, or (b) sixty-three (63) months from the manufacturing date. This warranty is limited to the exchange of a defective part, FOB our factory in Houston, Texas. Any freight charges to supply the replacement part or to return the defective part are the responsibility of the home owner. This limited warranty does not, under any circumstance, reimburse for any labor charge, or incidental charge, that may be assessed to the home owner for a warranty repair. The home owner should inquire of the installing contractor for details about any applicable labor warranty. Some contractors may offer an extra cost extended warranty which may include labor. Any part supplied under the terms of this warranty shall assume only the unused portion of the original warranty of the part replaced. All warranty claims must be submitted to us in writing, no more than 60 days after failure of the part. No warranty claim will be considered after the expiration of the warranty, plus 60 days. Under no circumstance does this warranty provide for replacing a furnace.

The installation date of a furnace is the day the furnace installation is complete and the furnace is ready to operate. In the case of a new construction installation, the installation date is the earlier of (1) when the furnace is placed into operation or (2) when the original home owner takes possession of the property where the furnace is installed.

20 - YEAR LIMITED EXTENDED HEAT EXCHANGER WARRANTY

Heat exchangers have a 20 year limited warranty. Years 1 through 10 on ABA, TBA, ADA, and TDA series furnaces are non-prorated, and years 11 through 20 are prorated. Details of the prorated portion of this warranty are given on the reverse side of this document. VSA, VCA, CSA, and CCA series furnaces have a 20-year non-prorated heat exchanger warranty. These warranties start at the lesser of (a) the installation date (refer to paragraph above for definition of installation date), or (b) 20-years plus 3 months from the manufacturing date. In the event of heat exchanger failure during the warranty period, a new or remanufactured heat exchanger will be furnished, or at our sole option, an appropriate credit toward the purchase of a new furnace, may be issued. Replacement heat exchangers are furnished FOB our factory in Houston, Texas.

Please register your furnace purchase. You may use the registration card (or reasonable facsimile) packed with your furnace to register your purchase, or you may register on the Internet at www.texasfurnace.com. Registration of your furnace is extremely important!

ANY OF THE FOLLOWING WILL MAKE YOUR FURNACE WARRANTY NULL AND VOID

1. The furnace has been installed in a manner that is not consistent with the manufacturer's installation instructions.
2. The installation does not meet applicable building codes.
3. The furnace was not installed and/or repaired by a qualified contractor.
4. If a governmental authority required inspection of the contractor's finished installation, and this inspection did not occur.
5. The furnace has in any way been modified.
6. If not operated or regularly maintained in accordance with the manufacturer's operation and maintenance instructions.
7. The furnace has in any way been damaged or compromised through the installation and operation of any accessory product.
8. The furnace was installed and operated in an area of corrosive agents.
9. The defect or damage was caused by unusual operating conditions, energy supply fluctuations, abuse, neglect, accident, fire, riot, flood, or other acts in nature.
10. The manufacturer's name and rating plate has been defaced, removed, or altered.
11. If the furnace is installed other than in the United States or Canada.

Warranties contained in this document are in lieu of all other warranties, either expressed or implied. This warranty supersedes any prior, contrary, or additional representations, whether oral or written. We hereby disclaim and exclude all other warranties, whether expressed, implied, or statutory, including any warranty of merchantability, any warranty of fitness for a particular purpose, and any implied warranties otherwise arising from course of dealing or usage of trade.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No one or entity is authorized to make any warranty in our behalf.

In no event, shall Texas Furnace, LLC be liable for any incidental, special, indirect, or consequential damages, whether resulting from non delivery, or for the use, misuse, or inability to use the product, or from defects in the product, or from any contractor or distributor's negligence or other tort.

Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

This warranty gives you specific legal rights, and you may have other rights, which vary, from state to state.

Any controversy or claim arising out of or relating to this warranty, or the breach thereof, shall be settled through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This is the exclusive and sole remedy of Buyer, for any breach of warranty. Pursuit of any legal remedy must occur in Harris County, Texas.

PRO-RATED EXTENDED HEAT EXCHANGER WARRANTY

Year 11	90% discount	Year 16	40% discount
Year 12	80% discount	Year 17	30% discount
Year 13	70% discount	Year 18	25% discount
Year 14	60% discount	Year 19	20% discount
Year 15	50% discount	Year 20	10% discount

This discount is taken from the manufacturer's suggested list price for the heat exchanger at the time of failure.

FOR PARTS OR SERVICE, CONTACT YOUR INSTALLING CONTRACTOR OR YOUR FURNACE DISTRIBUTOR.

UNIT MODEL # _____ UNIT SERIAL # _____

INSTALLATION DATE _____

INSTALLING CONTRACTOR _____ PHONE # _____

STREET ADDRESS _____ CITY, STATE, ZIP _____

FURNACE DISTRIBUTOR _____ PHONE # _____

STREET ADDRESS _____ CITY, STATE, ZIP _____

RETAIN THIS INFORMATION FOR FUTURE REFERENCE!

