

Texas Furnace, LLC
PRODUCT LIMITED WARRANTY

02 Jan. 2001

Texas Furnace, LLC makes the following limited warranties for products manufactured for residential applications installed in the United States and Canada. Products installed in commercial applications are provided a limited one year warranty as outlined below. These limited warranties extend to the original purchaser and any subsequent transferees as long as the product remains at the site of the original installation.

Limited One (1) Year Warranty

TF, LLC warrants to the purchaser of this product that should it prove defective within one year of the date of installation due to improper workmanship and/or material under proper installation, TF, LLC will repair or replace, at its option, any defective part without charge for the part. Replacement parts are warranted for the remainder of the original warranty period. Should an indoor coil prove to be defective, upon inspection by TF LLC, during this limited one year warranty period, TF, upon receipt of a labor invoice, will issue a check in the amount of \$50.00 to the servicing organization and reimburse the cost of freight to return the subject coil to TF, LLC provided that the Term and Conditions of Sale are complied with.

This warranty does not include labor or other costs incurred for the servicing, maintenance servicing, replacing, removing, shipping or handling of either defective or replacement parts, or complete unit, except as stated above. These costs may be covered by a separate warranty provided by the selling dealer or contractor.

In establishing the date of installation used in the determination of the starting date for the term of this Limited Warranty, proof of the original installation must be presented (you must retain the original records that can establish the installation date of your unit), otherwise the effective date will be based upon the date of unit manufacture, plus thirty (30) days.

Limited Additional Second (2) thru Fifth (5) Year Indoor Coil and Drain Pan Warranty-Effective August 1, 1998.

During the second through fifth year from the date of manufacture, should the indoor coil or drain pan prove defective due to improper workmanship and/or material, TF, LLC will furnish a replacement coil or drain pan at no charge FOB Houston, TX. You will be responsible for any freight, installation or handling charges of the installing contractor or wholesale distributor. The replacement is warranted for the remainder of the original warranty period.

The Above Warranties are Subject to the Following Conditions:

1. You must retain your bill of sale or provide other proof of purchase.
2. This limited warranty applies only while the product remains at the site of the original installation (except for mobile home installations) and only to products installed by licensed dealers or contractors as determined by local licensing requirements.
3. This limited warranty applies only if the product is installed and operated in accordance with TF, LLC instructions and in compliance with applicable local installation and building codes and good trade practices.

This Warranty Does Not Cover Damages Caused By:

(A) accident, negligence, or abuse; (B) operating the product in a corrosive atmosphere containing chlorine, flourine or any other damaging chemicals; (C) modification, alteration, repair or service by anyone not properly qualified to perform such service modification, alteration or repair; (D) improper matching or application of the product or components; (E) failure to provide proper maintenance and service to the product according to the manufacturer's instructions; (F) installation or operating of the product in manner contrary to the instructions of the manufacturer; (G) lightning, fluctuations in electrical current or acts of God. This limited warranty also excludes all costs of installation disconnection or dismantling the product, parts used in connection with normal maintenance such as filters, and owner-required maintenance. Consult the instructions enclosed with the product for information regarding recommended maintenance.

How To Obtain Warranty Service

To obtain warranty service and/or parts replacement you must notify your selling dealer or contractor of any defect within the applicable warranty period.

If you have any questions about service or parts that your selling dealer or contractor cannot respond to, please contact:

Texas Furnace, LLC

7037 Brittmore Houston, TX 77041 (713) 466-1504

ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ARE EXPRESSEDLY LIMITED TO THE DURATION OF THE LIMITED WARRANTIES SET FORTH ABOVE. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW AS HEREBY LIMITED, THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AGREEMENT AND SIMILAR OBLIGATIONS OF MANUFACTURER OR SELLER WITH RESPECT TO THE REPAIR OR REPLACEMENT OF ANY PRODUCT OR PART.

IN NO EVENT SHALL TF, LLC BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Some states do not allow the exclusion or incidental or consequential damages so the above limitation may not apply to you. No person, agent, distributor, dealer or company is authorized to change, modify or extend terms of these warranties in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of TF, LLC arising under this warranty or under any statute, or law of the United States or any states thereof, is hereby limited to one year from the date you discover or should have discovered, the defect. This limitation does not apply to implied warranties arising under state law so the above provision may not apply to you. This warranty gives you specific legal rights and you may also 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 Assoc. in accordance with its Commercial Arbitration Rules, and judgement 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.

