

LIMITED WARRANTY AIR CONDITIONERS AND HEAT PUMPS

TEXAS FURNACE, L.L.C.
7037 Brittmore, Houston, TX 77041

LIMITED PARTS & COMPRESSOR WARRANTY

Texas Furnace, LLC extends a limited warranty to the purchaser of this product.

For 10 SEER (10 Series) products; Texas Furnace, LLC warrants that this product (all functional parts and the compressor) 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-six (66) months from the manufacturing date.

For 12 SEER (12 Series) products; Texas Furnace, LLC warrants that this product (all functional parts and the compressor) will be free from defects in material and workmanship for the lesser of a period of (a) ten (10) years from the documented installation date, or (b) one hundred-twenty six (126) months from the manufacturing date.

For all air conditioning and heat pump products, 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. For information on extended parts and/or labor warranties, please consult the information posted on the Texas Furnace, LLC website at www.texasfurnace.com. Some contractors may also 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 sixty (60) days. Under no circumstance does this warranty provide for the full replacement of an air conditioner or heat pump.

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

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

ANY OF THE FOLLOWING WILL MAKE YOUR WARRANTY NULL AND VOID

1. The unit 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. If a governmental authority required inspection of the finished installation, and this inspection did not occur.
4. The air conditioner or heat pump has in any way been modified.
5. If not operated or regularly maintained in accordance with the manufacturer's operation and maintenance instructions.

6. The unit has in any way been damaged or compromised through the installation and operation of any accessory product.
7. The unit was installed and operated in an area of corrosive agents. In addition, units that are installed in coastal areas may suffer premature failure of cabinet and operational parts that is not a failure due to materials used or to workmanship. These corrosion failures are not covered by the limited warranty provided with this unit.
8. The defect or damage was caused by unusual operating conditions, energy supply fluctuations, abuse, neglect, accident, fire, riot, flood, or other acts in nature.
9. The manufacturer's name and rating plate has been defaced, removed, or altered.
10. If the unit is installed other than in the United States, Canada, or Mexico. .

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. Texas Furnace, LLC, hereby disclaims and excludes 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 behalf of Texas Furnace, LLC

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 Texas Furnace's own 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 it's 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.

FOR PARTS OR SERVICE, CONTACT YOUR INSTALLING CONTRACTOR

UNIT MODEL # _____ UNIT SERIAL # _____
 INSTALLER _____ PHONE # _____
 ADDRESS _____
 INSTALLATION DATE _____