

## LIMITED WARRANTY – PARTS

### TEN (10) YEARS PARTS

Subject to all of the terms of this Limited Warranty, including, but not limited to, the specific exclusions set forth below and subject to the Manufacturer's right to inspect and validate the warranty claim as set forth below, Manufacturer will repair or replace, at its option, ANY PART of Covered Equipment that is found to be defective in materials or workmanship. If an exact replacement part is not available, an equivalent part or credit will be provided.

The parts are warranted for a period of ten (10) years to the original owner of the mini-split equipment under normal use and service. For a period of ten (10) years from the date of installation, if any parts prove defective due to improper workmanship and/or material, Durastar will replace any defective part without charge for the part. Replacement parts carry the balance of the original 10-year parts warranty.

To qualify:

- The mini-split equipment must be installed in a residential single-family home.\*
- The original mini-split equipment owner must reside in the single-family home.
- The mini-split equipment must be properly installed. This includes installation by a contractor licensed for HVAC installation following all local and state laws.
- Any part to be replaced must be made available in exchange for the replacement.

\*Single-family home is defined as any single-family dwelling, which includes apartments, condominiums, duplexes, and homes.

### EFFECTIVE DATE OF WARRANTY

The Effective Date of warranty coverage is determined as follows: (a) If the original installation date can be verified by the installer's invoice then the Effective Date of warranty coverage is the original installation date as shown on the installer's invoice. For residential new construction installations, the final occupancy permit, or proof of purchase from the builder can be substituted for the installer's invoice. (b) if the original installation date cannot be verified by the installer's invoice, or proof of purchase from the builder in residential new construction applications, then the Effective Date of warranty coverage is the Covered Equipment's manufacture date (as verified by the product's serial number) plus ninety (90) days.

There is NO LABOR component provided with this warranty. This Limited Warranty does NOT cover any labor costs or expenses for service, NOR for removing or reinstalling parts. You are responsible for all labor costs or expenses, unless a labor service agreement exists between you and your contractor.

This Limited Warranty does NOT cover shipping costs. You are responsible for the cost of shipping warranty replacement parts from our factory to the Manufacturer's distributor and from the distributor to the location of your Covered Equipment. You also are responsible for the cost of shipping failed parts to the distributor and for incidental costs incurred locally, including handling charges. (If in Alaska, Hawaii or Canada, you also must pay the shipping costs of returning the failed part to the port of entry into the continental United States.)

### EXCLUSIONS

In addition to the other exclusions identified in this Limited Warranty, this Limited Warranty excludes:

- Damages, malfunctions, or failures resulting from failure to properly install, operate, or maintain Covered Equipment in accordance with the Manufacturer's instructions.
- Damages, malfunctions, or failures resulting from misuse, accident, contaminated, or corrosive atmosphere, vandalism, freight damage, fire, flood, freeze, lightning, acts of war, acts of God and the like.
- Parts installed with Covered Equipment or used in connection with normal maintenance, such as cleaning or replacing air filters, refrigerant, thermostats, tubing, or concrete pads.
- Covered Equipment that is not installed in the United States.

- Covered Equipment that is not installed by a qualified, trained HVAC professional in accordance with applicable codes, ordinances, and good trade practices.
- Damages, malfunctions, or failures resulting from the use of any attachment, accessory, or component not authorized by the Manufacturer or resulting from alteration or modification of the unit.
- Covered Equipment moved from the original installation location.
- Covered Equipment when operated with system components (indoor unit, outdoor unit, coil, and refrigerant control devices) or accessories which do not match or meet the specifications recommended by the Manufacturer.
- Any Covered Equipment manufactured that has been sold to the consumer via the Internet or auction website, and has not been installed by a trained, qualified HVAC professional.
- Covered Equipment that is not part of a properly matched system as specified by the Air Conditioning, Heating & Refrigeration Institute (AHRI).

## COMMERCIAL WARRANTY

Installations in commercial applications carry a ONE (1) YEAR PARTS warranty following the other provisions in this Limited Warranty.

## OBTAINING WARRANTY SERVICE

If you believe your product is defective, contact the licensed contractor who installed your mini-split system. Alternatively, contact a licensed contractor, dealer, or distributor.

Durastar Customer Support is available for troubleshooting assistance. Before contacting Customer Support, please locate your model number, serial number, and proof of purchase. These items will be required to complete any warranty service. A Durastar authorized representative will verify warranty eligibility and determine appropriate service options. Service will be provided during normal business days and hours.

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS DISTRIBUTORS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. IN NO EVENT AND UNDER NO CIRCUMSTANCE OF ANY TYPE OR KIND SHALL THE SELLER, MANUFACTURER AND/OR DISTRIBUTOR BE LIABLE FOR ANY REASON, UNDER ANY THEORY, FOR MORE THAN THE BASIC COST OF THE PRODUCT TO THE PURCHASER OR END USER. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

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THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE. NEITHER THE MANUFACTURER NOR ITS DISTRIBUTORS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. IN NO EVENT AND UNDER NO CIRCUMSTANCE OF ANY TYPE OR KIND SHALL THE SELLER, MANUFACTURER AND/OR DISTRIBUTOR BE LIABLE FOR ANY REASON, UNDER ANY THEORY, FOR MORE THAN THE BASIC COST OF THE PRODUCT TO THE PURCHASER OR END USER. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.