AIRMARK LIMITED WARRANTY

This certificate is AirMark's written warranty to the original purchaser (wholesale distributor) and any end user (home or property owner) who purchases the warranted product from the original purchaser.

RETAIN THIS CERTIFICATE WITH YOUR VALUABLE DOCUMENTS.

COMPLETE AIR HANDLER WARRANTY

AirMark warrants to the original owner ("owner") that AirMark Handlers sold to them shall be of a merchandisable quality, free of defects in material or workmanship, under normal use and service for a period of one (1) year from date of installation NOT to exceed eighteen (18) months from date of manufacture, whichever period ends sooner.

The date of manufacture is coded in the first three digits of the serial number, e.g. J04-00017662 = Sept. 2004. Date codes are as follows: A=January / B=February / C=March / D=April / E=May / F=June / G=July H=August / J=September / K=October / L=November / M=December.

This warranty applies only if:

1) The unit is installed in a residential, light commercial or retail property, and,
2) The unit is installed in conjunction with a split system air conditioner or heat pump to which it is properly matched by the installer.

For AirMark Air Handler parts covered by this warranty and found to be defective, the defective component should be identified and ordered from the factory by the wholesaler handling AirMark. The replacement part or parts will then be shipped out of stock. Upon receipt of the defective parts, AirMark may at its option, grant a credit for the replacement value of the defective article at the time of the claim. This is contingent of upon all other requirements of the warranty being satisfied, and only after the factory has determined that the part is defective. When returning defective parts to the factory, it is required that the purchase order number used to order the replacement parts be noted on warranty paperwork. Correction of such defect by 1) credit, or 2) repair or replacement then return via lowest common carrier shall constitute full performance by AirMark of its obligation hereunder.

Should you require in-warranty parts under the terms stated above, contact the installing dealer or contractor. Should you be unable to obtain warranty parts through such installing dealer or contractor, contact an AirMark distributor. Warranty parts should be replaced by a qualified local contractor or dealer. Every claim on account of Breach of Warranty shall be made to AirMark in writing within the warranty period specified above, otherwise such claim shall be deemed waived. Any part replaced pursuant to this warranty is warranted only for the unexpired portion of the warranty term applying to the original part. These warranties do not apply to labor, freight, or any other cost associated with the service, repair, or operation of the unit.

This warranty is non-transferable, excluding installations in Texas (effective since September 2021) and Florida (effective since July 2024) where the original warranty term transfers with residential property ownership.

EXCLUSIONS

THIS WARRANTY DOES NOT INCLUDE SERVICE OR LABOR CHARGES CONNECTED WITH THE DETERMINATION OR REPLACEMENT OF DEFECTIVE PARTS. ALL LABOR CHARGES ARE THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR FOR THE LENGTH OF HIS GUARANTEE, IF ANY, AND THEREAFTER THE CONSUMER. OUR WARRANTY OBLIGATION IS LIMITED TO THE EXCHANGE OF DEFECTIVE ITEMS AS SPECIFICALLY PROVIDED HEREIN. WE WILL NOT PROVIDE ANY OTHER FORM OF COMPENSATION IN LIEU OF THIS EXCHANGE PROVISION. THE FOREGOING PROVISIONS STATE THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM IN RESPECT TO THE PRODUCT DESCRIBED IN THIS CERTIFICATE. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES.

ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS DEPENDING ON THE JURISDICTION. CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR THE BREACH OF ANY WARRANTY WHETHER EXPRESSED OR IMPLIED, INCLUDING TO BUT NOT LIMITED TO EXTRA UTILITY EXPENSES OR LOSSES TO PROPERTY ARISING OUT OF THE FAILURE OF THIS EQUIPMENT TO OPERATE FOR

ANY REASON WHATSOEVER ARE EXCLUDED.

Some states do not allow limitations on how long an implied warranty lasts, and/or the exclusion or limitation of incidental or consequential damages, so the above limitation and/or the above exclusion may not apply to you. This warranty does not cover loss or damage due to:

1. The actions, omissions or stability of the independent contractor(s) who install or service this unit.
2. Components or other accessories compatible with the unit.
3. Acts of God.
4. Damage from shipping.
5. Extreme outside temperatures lower than 25º or higher than 120º.
6. Installations outside the United States and Canada.
7. Sheet metal parts, expendable supplies such as refrigerants, and repairable coils.
8. Damage or repairs incurred for repairs of start-up refrigerant leaks since Coils that are not pressurized should not be installed.
9. Damage or repairs associated with a Coil that has been removed from the location where it was originally installed.
10. Damage or repairs required as a consequence of faulty installation or application.
11. Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere (such as salt, chlorine, fluorine, or other damaging chemicals) or other externally damaging conditions.
12. Lack of normal maintenance as described in the installation and operating manual, such as cleaning of the Coils.
13. Parts not supplied or designated by AirMark.
14. Damage or repairs required as a result of any improper use, maintenance, operation or servicing.
15. Changes in the appearance of the unit that does not affect its performance.

The costs of refrigerant reclamation, miscellaneous material and labor charges for diagnostics, servicing or replacement parts are not covered. AirMark shall have no liability for expenses incurred for repairs without prior, written authorization from AirMark. No purchaser, distributor, dealer, representative, agent, person, firm, or corporation has authority to alter, add to, or modify this warranty, either orally or in writing.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state or province to province. For further information about this warranty, contact AirMark at (281) 441-6500 or by mail to 373 Atascocita Road, Humble, TX 77396.

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties:* This arbitration clause affects your rights against AirMark and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as “we” or “us” for ease of reference.

2. ***ARBITRATION REQUIREMENT:*** **EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** “Dispute” will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this heating or air conditioning unit, any warranty upon the unit, or the unit’s condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

3. ***CLASS-ARBITRATION WAIVER:*** **ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration.

Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. ***SMALL CLAIMS COURT OPTION:*** **YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**

6. *Governing Law:* For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.

7. *Rules of the Arbitration:* If the amount in controversy is less than $250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to $250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization.

In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.

8. *Location of the Arbitration Hearing:* Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside or, for Canadian residents, in the province in which you reside.

9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. AirMark will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first $200. Where permissible by law, you may be required to reimburse AirMark for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class- action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

AirMark
373 Atascocita Rd. Humble, TX 77396
1 (800) 423-9007 www.Aspenmfg.com

Effective November 1, 2024
Supersedes all previous.