RESIDENTIAL FIVE-YEAR LIMITED WARRANTY

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UNICO SYSTEM CENTRAL AIR CONDITIONING & HEAT PUMP PRODUCTS (Warranty for Products Installed by a Registered Unico Contractor)

Subject to the terms and conditions of this limited warranty, Unico Inc. (Company) extends a five-year limited parts only warranty from original installation date against manufacturing defects to <u>the original purchaser</u> (Purchaser) for the products identified below in Table 1 (Products) that are installed under normal use and maintenance in the United States and Canada. This limited warranty applies to Products installed after January 1, 2018.

[×]Purchaser should read this limited warranty in its entirety to fully understand the benefits and limitations. Installation × must meet all requirements herein and installation must be made by a licensed HVAC installing contractor registered × and in good standing with Unico at the time of installation. All repairs of Products parts covered under this limited [×] warranty must be made with genuine Unico service parts and by a licensed HVAC service provider. This limited [×] warranty must be made with genuine Unico service parts and by a licensed HVAC service provider. This limited warranty × service only to the original installed property site owner and his or her spouse.

*REGISTRATION REQUIREMENTS: All Products must be properly registered online at <u>www.unicosystem.com/</u> by a licensed and *registered Unico HVAC contractor before any warranty claim can be processed and within the five-year warranty period. Proof of *equipment purchase date and installation date must be provided with the registration.

ELEGIBILITY REQUIREMENTS: The following are required in order for the Products to be covered under this limited warranty.

- Property must be an owner-occupied residential building with the property owner at the time of installation being the beneficiary of the warranty.
- Products must be listed as eligible in Table 1 on second page.
- Products must be new (have not been previously sold or installed).
- Products are installed for normal use and maintenance in the United States and Canada.
- Products must have been installed and commissioned by a licensed, Unico registered HVAC contractor in accordance with Unico's published installation and commissioning specifications.
- Products must be matched as part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system.
- Products have been maintained by a licensed HVAC contractor per manufacturer's maintenance instructions.
- Products remain installed at the place of original installation for the duration of the warranty period.
- The original registered Purchaser owns the installed property site at the time of a warranty claim and is the party benefiting from the claim. Unico has the right to request any and all proof of residence ownership as a condition of warranty claim.

EXCLUSIONS: (See also Additional Terms below)

- The limited warranty is for parts only and does not cover labor costs including, but not limited to, costs for diagnostics calls or the removal and reinstallation of products and/or Products covered parts, or shipping and freight expenses required to ship or deliver Product replacement parts. Company may repair or replace Products or parts at its sole discretion.
- Excludes failures, defects, damage or consequential damage including, but not limited to, any loss of data or property caused by (1) any third party product, service, or system connected or used in conjunction with the Products; (2) any use that is not designed or intended for the Products; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) improper storage, installation, maintenance, or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the Products nameplate; (5) any use in violation of instructions or specifications published by Company; (6) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any theft or unrest; or (7) a corrosive atmosphere or contact with corrosive materials such as, but not limited to, aerosols, HFCs, chlorine, fluorine, salt, sulfur, recycled waste water, fertilizers, rust, or other damaging substances or chemicals.
- Excludes Products purchased direct including, but not limited to, internet purchases, auctions and uninstalled purchases.

Excludes cabinets or cabinet pieces that do not affect product performance, filters, refrigerant, line sets, belts, wiring, fuses, surge protector devises, non-factory installed accessories, or any accessories not provided by Company or not specifically listed in Table 1 below.

Any replacement parts provided under this limited warranty will be covered only for the duration of the unused portion of the original limited warranty period.

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LIMITED WARRANTY PROCESSING.

^KThe following must be completed to process claims for this limited warranty.

- A licensed HVAC contractor must submit the warranty claim to Unico for approval including a return material authorization (RMA), completed service report and provide relevant site information and access to the site as requested by Unico.
- The Product or parts believed to be defective must be made available for inspection by Unico, or its representative, and if requested by Unico, the Product or parts shipped prepaid to Unico, Inc., 1120 Intagliata Drive, Arnold, MO 63010.
- No product or parts are to be shipped to Unico without prior written authorization.
- The installing and commissioning contractor must be a licensed HVAC contractor registered and in good standing with Unico at the time of Products purchase and installation.
- The project must be designed and installed in accordance with Unico published design and installation instructions.
- Proof of equipment purchase date and installation date must be provided for warranty processing.
- A copy of the registration and this Limited Warranty information should be kept in a safe place for future reference.

Table 1 (Eligible products)

- Eligible Products included in this five-year, parts only limited warranty:
 - Unico air handler modules, refrigerant coil modules, hot water coils, chilled water coils, vertical air handler units and auxiliary electric heaters and components thereof.
 - Unico iSERIES indoor and outdoor Units.
- Any third-party products or separately branded products supplied for the project but not manufactured and supplied by Unico are subject to the third party's separate company or separate branded warranties as applicable.

ADDITIONAL TERMS:

 $_{\chi}^{\chi}$ This limited warranty and liability set forth herein is in lieu of all other warranties and liabilities, whether in contract or in negligence, express or $_{\chi}$ implied, in law or in fact. The implied warranties of merchantability and fitness for a particular purpose are limited to the terms and duration of $_{\chi}$ the Products warranty. Company does not authorize any person to create for it any obligation or liability in connection with the Products.

[×]Notwithstanding anything within this limited warranty to the contrary, Company shall not be liable for any incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including but not limited to strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Company's maximum liability hereunder is limited to the original purchase price of the Products.

[×]Unico's obligation under the terms of this limited warranty shall be limited to repairing or replacing, at its sole option, any covered part or parts of [×]the Product, which in Unico's sole judgment are found to be defective within five (5) years from the date of original installation and providing [×]further that all the terms and conditions stated within this warranty are satisfied.

×No action arising out of any claimed breach of this limited warranty may be brought by a Purchaser more than one (1) year after the cause of action > ×has arisen.

This limited warranty provides specific legal rights and Purchaser may have other rights as otherwise permitted by law. If Product is considered a consumer product, please be advised that some local laws may not allow some of the limitations stated within this warranty including warranty length based on registration, length of an implied warranty or limitations in incidental or consequential damages. Refer to your local laws for your specific rights under this warranty. Should any specific part or parts of this limited warranty be restricted by law, the remaining terms will be in force and applicable to the full extent allowed by law.