Warranty Information

AC PRO USA SLIMLINE INVERTER RESIDENTIAL Warranty Policies

AC PRO USA *SLIMLINE INVERTER RESIDENTIAL* WARRANTY PRODUCTS: SEE PAGE 6 FOR SPECIFIC MODELS COVERED UNDER THIS WARRANTY

MATERIAL SUPPLY, INC. dba AC Pro ("AC PRO") takes quality control and productions process seriously, and understands the importance of protecting your investment in AC PRO *SLIMLINE INVERTER RESIDENTIAL* products. AC PRO *SLIMLINE INVERTER RESIDENTIAL* products come with a **Ten (10) YEAR PARTS WARRANTY**, and Ten (10) years on the Compressor measured from the date of installation or 12 months from the manufacturing date whichever comes first.

The AC PRO *SLIMLINE INVERTER RESIDENTIAL* WARRANTY consists of six (6) pages. They are divided into a basic explanation of certain of the warranty terms on Pages 1 through 3, and more detailed explanations on Page 5. ALL THE TERMS SET FORTH IN THE ENTIRE DOCUMENT CONSISTING OF SIX (6) PAGES ARE PART OF AC PRO's *SLIMLINE INVERTER RESIDENTIAL* WARRANTY. PLEASE READ ALL PAGES AS THEY ALL CONTAIN IMPORTANT INFORMATION PERTAINING TO AC PRO's WARRANTY

Before taking advantage of our *SLIMLINE INVERTER RESIDENTIAL* warranty, please thoroughly read and understand the terms and conditions for a valid claim. All warranty repair requests are to be submitted through the installing contractor.

TERMS AND CONDITION

Please note: AC PRO reserves the right to change the terms and conditions of the *SLIMLINE INVERTER RESIDENTIAL* warranty without advance notice provided that all products purchased prior to the date of a change in the terms and conditions of the warranty shall be warranted under the terms prior to the change. The terms of the *SLIMLINE INVERTER RESIDENTIAL* warranty set forth in this document, which are deemed effective for purchases made on and after April 1st 2019, supersedes and replaces all previous warranties made by AC PRO or in connection with AC PRO *SLIMLINE INVERTER RESIDENTIAL* products.

This *SLIMLINE INVERTER RESIDENTIAL* warranty supersedes and replaces any previous warranty, effective as of April 1st 2019.

WARRANTY TERMS

- This AC PRO *SLIMLINE INVERTER RESIDENTIAL* warranty applies only to AC PRO products and original parts purchased within, or delivered in, the United States.
- The AC PRO *SLIMLINE INVERTER RESIDENTIAL* warranty applies only to the original purchaser and cannot be transferred to anyone.
- In order to exercise rights under this *SLIMLINE INVERTER RESIDENTIAL* warranty, Purchaser must present to AC PRO the original or a clear and complete photocopy of the original receipt issued by AC PRO at time of purchase, and a reasonably detailed explanation of the reason Purchaser is seeking repair or replacement of the AC PRO *SLIMLINE INVERTER RESIDENTIAL* parts.
- This AC PRO *SLIMLINE INVERTER RESIDENTIAL* warranty covers: component failures due to manufacturer defects, materials or workmanship under normal industry installation practices and normal operating conditions within the warranty period.
- *SLIMLINE INVERTER RESIDENTIAL* Warranty claims shall be handled through the repair or replacement of the returned product, as AC PRO in its sole discretion shall decide. Replacement products shall be of equal or greater performance than the performance of the returned product. Furnishing the replacement part is AC PRO's only responsibility under this *SLIMLINE INVERTER RESIDENTIAL* warranty and the furnishing of the replacement part is the owner's only remedy. THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL *SLIMLINE INVERTER RESIDENTIAL* WARRANTIES, EXPRESS OR IMPLIED.
- *SLIMLINE INVERTER RESIDENTIAL* Warranty coverage begins at the date of installation. If that date cannot be verified, then coverage would start one hundred eighty days from the manufacture production date. Replacement and repaired parts are warrant ed for the remainder of the original *SLIMLINE INVERTER RESIDENTIAL* warranty period based on the original date of purchase of the products which were repaired to replaced.

- AC PRO *SLIMLINE INVERTER RESIDENTIAL* products received through promotions, contests, giveaways, or sponsorships are not covered by any warranty. AC PRO *SLIMLINE INVERTER RESIDENTIAL* products which are purchased from anyone other than AC PRO or an authorized AC PRO dealer are not covered by any warranty.
- *SLIMLINE INVERTER RESIDENTIAL* Product models listed on page 6 of this document are covered under this warranty.
- Replacement of units or incidental parts required for the replacement of a *SLIMLINE INVERTER RESIDENTIAL* warranted component is not covered by this warranty.
- Labor, shipping diagnostics, installation or damages resulting from part failure are not covered by this *SLIMLINE INVERTER RESIDENTIAL* warranty.
- Any utility overages due to inefficient operations from parts failure is not covered by this *SLIMLINE INVERTER RESIDENTIAL* warranty.
- Normal maintenance as described in the owner's manual supplied at the time of installation, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication is not covered by this *SLIMLINE INVERTER RESIDENTIAL* warranty.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or Commercial applications are not covered by this *SLIMLINE INVERTER RESIDENTIAL* warranty. (See AC Pro Commercial Products Warranty for Coverage)
- If a unit is manufactured for residential use is installed in a commercial building, the commercial warranty shall apply to such unit.
- Units that are installed outside the United States are not covered by this *SLIMLINE INVERTER RESIDENTIAL* warranty.
- *SLIMLINE INVERTER RESIDENTIAL* Warranty coverage for the compressor is for the compressor component only.

PRODUCT CONDITIONS

THE FOLLOWING, WHETHER COMMITTED BY PURCHASER OR BY ANY OTHER PERSON, WILL VOID THE WARRANTY:

- Tampering with, defacing or removing any stickers or plates containing product information such as model number, serial number or part number.
- Causing part or component defects through improper usage, design flaw, improper installation, lack of maintenance, failure to comply with operating instructions, inappropriate operating conditions, or unapproved (by AC PRO) repairs or use of parts, or modifications.
- Failure to return the product in the stock factory configuration, or failure to remove any aftermarket modifications.
- Causing defects through accidents, power failures including brown outs or surges, acts of God, frozen or broken water pipes , acts of nature, negligence, immersion in, or exposure to, liquid, through improper ventilation or other conditions or acts beyond AC PRO's control.
- Causing damage from corrosive environments in or around the installation site.
- Knowingly submitting a fraudulent warranty claim.
- Damages that are the result of a maintenance related failure. Purchaser shall comply with regular preventative maintenance, at least twice a year and as described in the owner's manual, including but not limited to: (i) regular filter cleaning or changes, (ii) bi-annual outdoor unit coil cleaning, (iii) bi-annual visual inspections, and operational test to be performed by a licensed service installing contractor.

SLIMLINE INVERTER RESIDENTIAL WARRANTY CLAIMS

AC PRO reserves the right to:

- Determine, in AC PRO's sole discretion, the condition of the returned product following inspection and verification. AC PRO's determination shall be final and binding.
- Charge Purchaser and collect a reasonable service charge and shipping fees from Purchaser for any product returned in non-defective or improper condition.

- Hold, at Purchaser's expense, any product returned to AC PRO which has not been approved by AC PRO for return, and then ship to Purchaser, at Purchaser's expense paid prior to shipping, all such products.
- With respect to defective parts, determine, in AC PRO's sole discretion, whether to repair or replace such parts.

AC PRO shall have no liability for:

- Damage to any returned product resulting from improper packaging.
- Damage to any returned product caused in transit or by improper handling by the shipping carrier.

S H IP P I N G

- Purchaser shall pay, without reimbursement, all shipping and handling costs to return products to the facility designated by AC PRO.
- AC PRO shall choose the shipping method and carrier, and pay the costs of shipping and handling for the one-way shipping back to Purchaser of the repaired or replacement parts.
- AC PRO shall not ship to any P.O. boxes, military addresses (including, without limitation, APO, FPO, and MPO) nor to any destinations outside the United States.

ARBITRATION CLAUSE

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

1. *Parties*: This arbitration clause affects your rights against AC PRO 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 an AC Pro product, any warranty upon the parts, or the parts condition. It also includes determination of the scope or applicability of the Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statue, 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. 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 judgement on the arbitration award.

7. *Rules of 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 These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organizations' 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.

9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. AC PRO 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 AC Pro 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 the case in whi ch 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.

PLEASE CONTINUE READING THE OTHER WARRANTY TERMS WHICH BEGIN ON THE NEXT PAGE.

WARRANTY – ADDITIONAL IMPORTANT TERMS

1. AC Pro ("Vendor") represents and warrants that Vendor has and shall continue to have through the fulfillment of Vendor's obligations under this Agreement, all rights, titles, licenses, permissions and approvals required to sell the Products. The Products shall be new and in working order at the time of delivery to Purchaser. Vendor further warrants that the Products shall be owned by Vendor free and clear of any and all liens, claims and encumbrances on the date of delivery to Purchaser and that Vendor shall transfer title to the Products free and clear of any and all liens, claims and encumbrances, other than Vendor's purchase money security interest.

2. Vendor represents and warrants that the Products and their use by Purchaser do not and shall not infringe, violate or in any manner contravene or breach any patent, copyright, trademark, license or other property or proprietary right or constitute the unauthorized use or misappropriation of a trade secret of any third party. If the Products become the subject of a claim of intellectual property infringement or related claim, Vendor shall, to the extent that Vendor has any rights against the alleged infringer, at its expense and election, (i) procure the right for Purchaser to continue using the Products, (ii) modify the Products so that it becomes non-infringing, or (iii) provide non-infringing substitute Products functionally equivalent and of compatible utility.

3. THE WARRANTIES EXPRESSLY STATED IN THIS "WARRANTY – ADDITIONAL IMPORTANT TERMS" AND THE WARRANTY OF WHICH THIS IS A PART CONSTITUTE THE ONLY WARRANTIES MADE BY VENDOR. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER W ARRA NTIES AND CONDITIONS, WHETH ER STATUT ORY, EXPRESS, OR IM PLIED, INCLUDING, WITHOUT LIMITATION, ANY WARR ANTY OF ME RCHA NTABILITY OR FITNESS FOR A PARTICULA R PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED.

4. LIMITATION OF LIABILITY. VENDOR, OR ANY OF ITS AFFILIATES, SHALL UND ER NO CIRC UMS TANC ES BE HELD LIABLE WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY OR ANY OTHER THEORY OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF OPPORTUNITY, PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, BUSINESS DISRUPTION OR OTHER PECUNIARY LOSS WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENA NCE OF BU SINESS RE PUTATION OR GOO DWILL, CO ST OF C APITAL, OR FOR ANY OTHER R EASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE CLAIMS OF ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS AND/OR SERVICES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S ENTIRE LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR ANY OTHER THEORY OF LIABILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE BY PURCHASER UNDER THIS AGREEMENT.

MODELS COVERED UNDER THIS WARRANTY

AUD24A/A-D(U)
AUD36A/A-D(U)
AUD36W/A-D(U)
AUD48A/A-D(U)
AUD60A/A-D(U)
AUD60W/A-D(U)
AULD36W2/A-D(U)
AULD60W2/A-D(U)
AUD24AH2/A-D(U)
AUD36AH2/A-D(U)
AUD48AH2/A-D(U)
AUD60AH2/A-D(U)