

SAMSUNG HVAC

REGISTERED LIMITED WARRANTY STATEMENT for RAC and CAC SYSTEMS

Wind-Free™ | Smart Pearl | Smart Whisper | Free Joint Multi | All RAC Max Heat Systems

Slim Duct | Duct S | 4-Way Cassette, 360 Cassette | Multi-Position Air Handler | All CAC Max-Heat Systems

SAMSUNG HVAC – REGISTERED LIMITED WARRANTY STATEMENT

Applicable for Models AR (WHISPER, PEARL, Wind-Free™, and Max-Heat RAC), AC (Slim Duct, Duct S, 4-Way Cassette, 360 Cassette, Multi-Position Air Handler and Max-Heat CAC), AJ (FJM, MAX Heat FJM) with equipment installation dates from January 1, 2015. Excludes NOVUS and Quantum 17 SEER.

1. **LIMITED WARRANTY** – SAMSUNG HVAC, LLC, a wholly owned subsidiary of Samsung Electronics America, Inc. warrants to the customer who is original end-user (“you”) of SAMSUNG Heat Pump System (“Product”) that, if purchased from and installed by a licensed contractor for HVAC installation under applicable local and state laws within the continental United States, Alaska, Hawaii, U.S. Territories, Canada the Provinces of Canada and Bermuda under normal use and maintenance for comfort cooling and conditioning applications such products will be free from manufacturer defects in material or workmanship. The Warranty is for repair or replacement of parts or Products only. Except to that limited extent, SAMSUNG HVAC will not under any circumstances be liable for any loss, cost, damage, or expense of any kind arising out of a breach of this Warranty or otherwise.

- (a) **TEN YEARS ON PARTS AND COMPRESSORS.** The parts and compressor(s) are warranted for a period of ten (10) years to the original end-user of this Product from date of installation. If a part or compressor should prove defective due to manufacture defect during the warranty periods from the proven date of installation, SAMSUNG HVAC will replace any defective part or compressor without charge for that part or compressor. Parts or compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts or compressors must be made available to SAMSUNG HVAC in exchange for the replacement part or compressor, respectively, and shall become the property of SAMSUNG HVAC. IF THE PRODUCT IS NOT REGISTERED WITHIN 60 DAYS FROM THE DATE OF EQUIPMENT INSTALLATION, THE DEFAULT WARRANTY PERIOD WILL BE SEVEN (7) YEAR COMPRESSOR AND FIVE (5) YEAR PARTS. Product is to be registered by Licensed Contractor on www.Samsunghvac.com. The Samsung enhanced warranty only applies to environmental installations.

Replacement part(s) will meet intended fit and function of the original part(s). Replacement parts are warranted for the unexpired portion of the original warranty period. This limited warranty is valid only to the original retail purchaser of the Product while the system remains at the original installation site, and is not assignable or transferrable to any subsequent purchaser or user. SAMSUNG HVAC will replace defective internal functional parts (“Part[s]”) of a qualified System (“System” as defined) that fail during the warranty period if it proves to be defective in materials and/or factory workmanship under normal application, installation, use and service conditions. This limited warranty shall apply to the System sold by SAMSUNG HVAC in the continental United States, Alaska, Hawaii, U.S. Territories, Canada the Provinces of Canada and Bermuda and extend only to the original end use purchaser and owner(s) of location on which the System is originally installed (all such persons hereinafter referred to as “Customer”).

A qualified system is defined as a System installed by an individual and/or company: (a) who holds a current government issued license that authorizes the individual and/or company to service and install heating, ventilation, and air conditioning equipment in the state where the System resides, if required; (b) where the system is installed, started, operated and service in compliance with (i) guidelines set forth in installation, operation, maintenance and engineering publications made available by SAMSUNG HVAC, (ii) software based design programs made available by SAMSUNG HVAC, (iii) local and state law and, (iv) applicable building, mechanical, plumbing and electrical codes and in accordance with best industry standards and practices.

An environmental installation is defined as an installation designed to condition space or spaces occupied by mammals for comfort

- (b) **THESE LIMITED WARRANTIES DO NOT INCLUDE LABOR** or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping or handling, or replacement of the Product, compressors or any other parts. For items that are designed to be maintained or replaced by the owner, the owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the Product and parts (such as filters) in connection with owner-required maintenance. Air filter cleaning and/or replacement for each applicable to the entire HVAC system are owner-required maintenance, and labor for this procedure is not covered under warranty.
- (c) **LIMITED LABOR WARRANTY:** The limited warranty described in paragraph 1 (a) above applies with respect to parts and compressors only and NOT labor. Accordingly, subject to the conditions and limitations set forth herein, SAMSUNG HVAC shall provide a Limited Labor allowance for a period of one (1) year from proven date of equipment installation. Pursuant to this, Limited Labor Warranty, SAMSUNG HVAC will compensate its registered dealers and contractors at SAMSUNG HVAC standard fixed rates in effect (irrespective of charges actually imposed and time actually expended) to provide such services. This Limited Labor Warranty covers only the installation of parts or repair of the Product, not diagnosis of fault, time taken to obtain such parts or travel time to and from the jobsite. This Limited Labor Warranty also does not cover costs for parts (such as filters) incurred in connection with normal maintenance or owner-required maintenance of the Product. Consult the instructions enclosed with the Product for information regarding recommended maintenance. **IF THE PRODUCT IS NOT REGISTERED WITHIN 60 DAYS FROM THE DATE OF EQUIPMENT INSTALLATION THIS LIMITED LABOR WARRANTY SHALL NOT APPLY.**

2. CONDITIONS – The limited warranty applies only if the product:

- (a) was initially installed within the continental United States, Alaska, Hawaii, U.S. Territories, Canada the Provinces of Canada and Bermuda and remains at the site of its original installation (except for mobile home installations); and
- (b) was installed and operated and maintained in accordance with all written instructions, all applicable local laws, regulations, permits and building codes, and good industry practices.

A qualified system is defined as a System installed by an individual and/or company: (a) who holds a current government issued license that authorizes the individual and/or company to service and install heating, ventilation, and air conditioning equipment in the state where the System resides, if required; (b) where the system is installed, started, operated and service in compliance with (i) guidelines set forth in installation, operation, maintenance and engineering publications made available by SAMSUNG HVAC, (ii) software based design programs made available by SAMSUNG HVAC, (iii) local and state law and, (iv) applicable building, mechanical, plumbing and electrical codes and in accordance with best industry standards and practices.

3. THIS LIMITED WARRANTY DOES NOT COVER damages caused by:

- (a) accident, abuse, negligence or misuse;
- (b) operating the Product in a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals;
- (c) modification, alteration, repair service by any person other than an licensed HVAC contractor;
- (d) improper matching or application of the Product or components or loss of refrigerant;
- (e) failure to provide proper maintenance or service to the Product according to manufacturer's instructions;
- (f) failure to apply, install, and operate the Product in compliance with SAMSUNG HVAC's written instructions, training seminars and recommendations; or
- (g) fluctuations in electrical power; lightning, flood, fire or other acts of God.

4. LIMITATIONS AND EXCLUSIONS

SAMSUNG HVAC's obligations under this Warranty and the sole remedy for its breach are limited to repair of any part or parts of its SAMSUNG HVAC Products which prove to be defective during the Warranty period or, in its sole discretion, replacement of such Products. All returns of defective parts or Products must include the Product model number and serial number, and must be made through an authorized SAMSUNG HVAC distributor or arranged through SAMSUNG HVAC customer service. Authorized returns must be shipped prepaid. Repaired or replacement parts will be shipped by SAMSUNG HVAC F.O.B. shipping point.

Except to the limited extent expressly permitted herein, the Warranty provided herein does not cover charges for labor or other costs incurred in the troubleshooting, repair, removal, installation, service or handling of parts or complete Products. SAMSUNG HVAC is not responsible for any other charges involved in replacement of defective parts or the complete Product, including but not limited to labor costs, refrigerant, and freight charges.

All claims under the Warranty must be made within ninety (90) days from the date of discovery of the defect. Failure to notify SAMSUNG HVAC of a warranted defect within ninety (90) days of its discovery voids SAMSUNG HVAC's Warranty obligations. The Warranty is not transferable.

The Warranty will be void and of no effect, and SAMSUNG HVAC will have no liability to anyone, if:

- (a) the Product has been operated outside its designated output capacity (heating, cooling, airflow);
- (b) the Product has been subjected to misuse, abuse, negligence, accident, improper or inadequate maintenance, corrosive environments (containing e.g. chlorine, fluoride or any other damaging chemicals), environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock;
- (c) modifications, repairs or service are made to the Product by unauthorized or unqualified persons;
- (d) the Product is not installed, operated or maintained and serviced in compliance with the printed instructions and recommendations of SAMSUNG HVAC;
- (e) the Product is not installed, operated and serviced in compliance with applicable building, mechanical, plumbing and electrical codes and in accordance with best industry standards and practice;
- (f) the serial number of the Product has been altered, defaced, or removed;
- (g) mishandling by Customer or any third party has occurred;
- (h) lightning, fluctuations in electrical power or acts of God have occurred;
- (i) problems arise from normal wear and tear, improper matching or application of Product or components, or lost refrigerant;
- (j) the Product has not been paid for in full by the Customer, including applicable taxes and interest; or
- (k) the Product has not been purchased from an authorized SAMSUNG HVAC distributor.

5. TO OBTAIN WARRANTY SERVICE:

- (a) Contact the licensed HVAC contractor or dealer who installed the Product or go to www.samsunghvac.com to find the nearest authorized contractor, dealer or distributor in your area.
- (b) Proof of the equipment installation date by a licensed contractor is required when requesting warranty service. Present the sales receipt, building permit or other document which establishes proof and date of installation. Failure to provide acceptable installation documentation defaults the warranty period to: 120 days after the date of manufacturer stamped on the component.

PRODUCT REGISTRATION CAN EFFECT THE COVERAGE TERM UNDER THIS LIMITED WARRANTY

- (c) To obtain the name of the nearest authorized SAMSUNG HVAC distributor, dealer or contractor or additional information on warranty program go to:

www.samsunghvac.com

or contact us at: Phone: 888-699-6067

6. This limited warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, SAMSUNG HVAC providing, directly or indirectly, any technical advice, information and/or service to you in connection with the Product.
7. EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, SAMSUNG HVAC MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PRODUCT. SAMSUNG HVAC DISCLAIMS AND EXCLUDES ALL WARRANTIES NOT EXPRESSLY PROVIDED HEREIN AND ALL REMEDIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY RESPECT OR TO CREATE ANY OTHER OBLIGATION OR LIABILITY FOR SAMSUNG HVAC IN CONNECTION WITH THE PRODUCT. SAMSUNG HVAC DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (including, without limitation, the installing contractor) IN CONNECTION WITH OR RELATED TO THE PRODUCT.
8. UNDER NO CIRCUMSTANCES SHALL SAMSUNG HVAC BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE PRODUCT WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF SAMSUNG HVAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL SAMSUNG HVAC'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH ANY CLAIM IS MADE.
9. NOT ALL STATES allow limitations on warranties or exclusions or limitation of damages, so the above limitations or exclusions may not apply.
10. This limited warranty gives the owner specific legal rights and the owner may also have other rights that vary from state to state.
11. This limited warranty is valid only in the continental United States, Alaska, Hawaii, U.S. Territories, Canada the Provinces of Canada and Bermuda and is non-transferable.
12. This warranty contains the sole express warranty made by SAMSUNG HVAC in connection with the Product. No SAMSUNG HVAC distributor, dealer or contractor or other person is authorized to make any other warranties or representations on behalf of SAMSUNG HVAC in connection with the Product.

The Warranty will be void and of no effect, and SAMSUNG HVAC will have no liability to anyone, if:

- (a) the Product has been operated outside its designated output capacity (heating, cooling, airflow);
- (b) the Product has been subjected to misuse, abuse, negligence, accident, improper or inadequate maintenance, corrosive environments (containing e.g. chlorine, fluoride or any other damaging chemicals), environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock;
- (c) modifications, repairs or service are made to the Product by unauthorized or unqualified persons;
- (d) the Product is not installed, operated or maintained and serviced in compliance with the printed instructions and recommendations of SAMSUNG HVAC;
- (f) the serial number of the Product has been altered, defaced, or removed;
- (g) mishandling by Customer or any third party has occurred;
- (h) lightning, fluctuations in electrical power or acts of God have occurred;
- (i) problems arise from normal wear and tear, improper matching or application of Product or components, or lost refrigerant;
- (j) the Product has not been paid for in full by the Customer, including applicable taxes and interest;
- (k) the Product has not been purchased from an authorized SAMSUNG HVAC distributor or sales representative (an "Authorized Seller") or from a contractor who has purchased the Product from an Authorized Seller;
- (l) the Product has been purchased on the internet from a source not expressly authorized by SAMSUNG HVAC to sell that Product to such a purchaser in such purchaser's location; or
- (m) the Product has been purchased from any source or in any manner not expressly authorized.

13. ARBITRATION:

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

- (a) Quebec Residents: The arbitration provisions of this warranty shall not apply to residents of Quebec.
- (b) Parties: This arbitration clause affects your rights against Samsung HVAC 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.
- (c) 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.

- (d) 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.
- (e) 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.
- (f) 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.

- (g) 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.
- (h) 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.

- (i) 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.
- (j) Costs of the Arbitration: Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Where permissible by law, you may be required to reimburse Samsung HVAC 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).
- (k) 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.
- (l) Customers who believe they have a justified claim covered by this limited warranty must immediately notify the authorized SAMSUNG HVAC representative, except to the extent prohibited by applicable law, the Customer agrees she/he will not bring any action, regardless of form, arising out of or in any way connected with this limited warranty, more than one (1) year after the cause of action has occurred.

If a part, provision or section of this limited warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this limited warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of the Limited Warranty shall be treated as severable VALIDITY.

This limited warranty shall be valid to all Systems sold to specified Customers on or after this date. SAMSUNG HVAC holds the right to amend the provisions, clauses or applications of this limited warranty from time to time without notice, however such changes would not be retrospective.

14. The Warranty will be void and of no effect, and SAMSUNG HVAC will have no liability to anyone, if:
- (a) the Product has been operated outside its designated output capacity (heating, cooling, airflow);
 - (b) the Product has been subjected to misuse, abuse, negligence, accident, improper or inadequate maintenance, corrosive environments (containing e.g. chlorine, fluoride or any other damaging chemicals), environments containing airborne contaminants (silicone, aluminum oxide, etc.), or excessive thermal shock;
 - (c) modifications, repairs or service are made to the Product by unauthorized or unqualified persons;
 - (d) the Product is not installed, operated or maintained and serviced in compliance with the printed instructions and recommendations of SAMSUNG HVAC;
 - (e) the Product is not installed, operated and serviced in compliance with applicable building, mechanical, plumbing and electrical codes and in accordance with best industry standards and practice;
 - (f) the serial number of the Product has been altered, defaced, or removed;
 - (g) mishandling by Customer or any third party has occurred;
 - (h) lightning, fluctuations in electrical power or acts of God have occurred;
 - (i) problems arise from normal wear and tear, improper matching or application of Product or components, or lost refrigerant;
 - (j) the Product has not been paid for in full by the Customer, including applicable taxes and interest;
 - (k) the Product has not been purchased from an authorized SAMSUNG HVAC distributor or sales representative (an "Authorized Seller") or from a contractor who has purchased the Product from an Authorized Seller;
 - (l) the Product has been purchased on the internet from a source not expressly authorized by SAMSUNG HVAC to sell that Product to such a purchaser in such purchaser's location; or
 - (m) the Product has been purchased from any source or in any manner not expressly authorized by SAMSUNG HVAC or not consistent with SAMSUNG HVAC policies and procedures