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# **DiamondAir, Inc. Limited Parts Warranty**

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Scope of Warranty and Equipment Covered: The products covered by this limited parts warranty is warranted by DiamondAir Inc. for equipment to be free from defects in materials and workmanship under normal installation, use and maintenance, as described in detail by this document. DiamondAir Inc. will repair or replace at its option any functional part installed in residential \*(not commercial)\* applications in which part(s) fail in normal use and service within the applicable warranty periods specified below; provided it is in accordance with the terms and non-inclusive list of exclusions below. If an exact replacement part is not available due to product revisions, supply, or for another reason not mentioned explicitly here; at DiamondAir Inc.'s discretion we will issue a credit or equivalent unit. If government regulations, industry certification or similar standards require the replacement unit to have features, functionality or efficiencies not originally in the defective unit, you will be charged for the difference for those now required features. If you pay the difference, you will receive a new limited warranty starting on date of installation for the new replacement unit provided. DiamondAir Inc. maintains the right with any part or unit replacement (provided a new or refurbished replacement part cannot be found) to validate warranty requests, require additional documentation\* (such as but not limited to: original purchase receipt, original installation invoice from professional HVAC contractor, a copy of a licensed technician invoice diagnosing failure(s), installing contractor contact information) and to fully examine defective parts prior to providing a new part replacement if deemed necessary by DiamondAir Inc. at its own discretion.

Warranty Coverage: All warranty coverage begins on the date of installation from installing contractors' installation invoice and ceases on that anniversary date 5 or 10 years later dependent on the term of warranty coverage described below. If the original date of installation cannot be verified by the installers invoice, or proof of purchase in residential new construction applications, then the effective date of warranty coverage is the products manufacturer date (as verified by the product's serial number) plus 60 days. For residential new construction installations, the final occupancy permit, or proof of purchase from the builder can be substituted for the installer's invoice.

The standard factory warranty provided by DiamondAir Inc. provides an all functioning parts warranty to the original owner and his or her spouse for a period of **5 YEARS**, or for so long as either of them own the home in which it was originally installed in (whichever ends first). **Effective March 1<sup>st</sup>, 2018** DiamondAir Inc. offers an additional term 5-year warranty for a total of **10 YEARS** all functioning parts with the same conditions as mentioned above; provided the unit is properly registered on [www.diamondaircorp.com](http://www.diamondaircorp.com) within 60 days after installation. Installation must have been performed by a licensed Heating and Air Conditioning technician in accordance with state/county/province/territory regulations governing HVACR work. This additional term warranty only applies to equipment installed in the USA or Canada. The limited warranty shall terminate if the equipment is removed from the location where it was originally installed or the home ownership changes. The limited warranty is non-transferrable by property address or owner. **The additional term 5-year parts warranty is only valid for products purchased on or after March 1<sup>st</sup>, 2018 from any DiamondAir Distributor, contractor or factory authorized reseller \*with proper registration at [www.diamondaircorp.com](http://www.diamondaircorp.com).** DiamondAir Inc. Reserves the right to change its warranty terms and conditions at any point in time and will communicate such changes in writing on our website. Please note: California and Quebec residents do not need to register the product in order to get all of the rights and remedies of registered owners under this warranty, but registered additional term warranty coverage is only available to original owner of this unit and his or her spouse. It is non-transferable by location or ownership. In addition, all exclusions explicitly and implicitly stated below other than registration requirement still apply to California and Quebec customers.

Exclusions: In addition to exclusions set forth in the other sections of this limited warranty document, this limited warranty WILL NOT APPLY AND/OR COVER THE FOLLOWING:

- 1) Damages, malfunctions, or failures resulting from failure to properly install, operate or maintain the equipment in accordance with operation and installation instructions.
- 2) Damages, malfunctions, or failures resulting from misuse, accident, contaminated or corrosive environment, vandalism, freight damage, fire, flood, freeze, lightning, rodents or other animals, acts of war, acts of God, and the like.
- 3) Damages, malfunctions, or failures caused by improper conversion from natural gas to LP gas or LP gas to natural gas fuel source.
- 4) Equipment installed outside of USA or Canada.
- 5) Equipment NOT installed by a qualified licensed HVAC professional contractor in accordance with applicable codes, ordinances, and good trade practices.
- 6) Damages, malfunctions, or failures resulting from use of an attachment, accessory or component not authorized by DiamondAir Inc.
- 7) Parts not supplied or designated by DiamondAir Inc., or damages resulting from their use.
- 8) Electricity or fuel costs (LP or natural gas), or increases in electricity or fuel costs for any reason whatsoever, including additional or unusual use of supplemental electric heat.
- 9) Any special, indirect or consequential property or commercial damage of any nature.
- 10) Damages, malfunctions, or failures resulting from modifications of equipment or its internal components not approved by DiamondAir Inc.
- 11) TXV or EEV failures due to installing contractor failing to braze (solder) with nitrogen.
- 12) Equipment moved from original installation location or a transfer of ownership.
- 13) Equipment when operated with system components (indoor unit, outdoor unit, coil and refrigerant metering devices) or accessories which do not match or meet the specifications recommended by the Manufacturer. OR installing a non-AHRI (Air Conditioning, heating & Refrigeration Institute) rated system “mismatch”.
- 14) Heat pumps or ductless mini split systems that are not part of a properly matched system as specified by the Manufacturer and the Air Conditioning, Heating & Refrigeration Institute (AHRI).
- 15) Labor or other costs including refrigerant incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts, or new units.

- 16) Failing to follow normal maintenance procedures as outlined in the installation and servicing instructions or Owner Manual. This includes but is not limited to filter cleaning and/or replacement, proper lubrication, cleaning of indoor and outdoor coil from time to time as a qualified HVAC professional deems fit.
- 17) Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
- 18) Failure of system to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service. DiamondAir Inc. is not responsible for local utility companies spikes in voltages or amps or failure to deliver the power needed to properly operate the system.
- 19) Failure to register the equipment at [www.diamondaircorp.com](http://www.diamondaircorp.com) within 60 days of installation for the additional 5-year term warranty.

Shipping Costs: This limited parts warranty DOES NOT cover any shipping costs outbound or inbound. You are responsible for the cost of shipping warranty replacement parts from our factory or authorized distributors to location of covered equipment. You are also responsible for shipping costs of defective part return to factory or authorized distributor of DiamondAir product including handling charges if applicable.

Labor, Diagnostic, Service & Material Costs: This limited parts warranty DOES NOT cover labor costs or expenses for services, NOR for removing or reinstalling parts. You are responsible for all labor costs and services. This includes refrigerant costs, trip charges, diagnostic time and labor, service call fees, and the like.

How To Obtain Warranty Assistance: You must promptly report any part failure covered by this limited parts warranty to the installing contractor, distributor, or factory authorized reseller of DiamondAir product in which the equipment was purchased from. DiamondAir Inc. does not directly assist homeowners or contractors with warranty submissions this must be handled by the installing contractor, distributor, or factory authorized reseller that where the DiamondAir product was purchased. **\*\*PLEASE NOTE\*\* DiamondAir Inc. NOR its distributors/factory authorized resellers are required to assist in any credits, part exchanges, or reimbursements if the warranty process is ignored and purchased locally from a technician and replaced without approval from DiamondAir Inc.**

Limitations of Liability & Arbitration Clause: This limited parts warranty is the **ONLY** warranty given by the manufacturer. NO ONE is authorized to make any warranties on behalf of DiamondAir Inc. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THE LIMITED WARRANTY. THE MANUFACTURER'S SOLE LIABILITY WITH RESPECT TO DEFECTIVE PARTS OR FAILURE SHALL BE SET FORTH IN THIS LIMITED WARRANTY AND ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE EXPRESSLY EXCLUDED. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province. Please refer to your local laws.

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

1. Parties: This arbitration clause affects your rights against DiamondAir Inc. 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 control, 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 equipment. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your equipment. 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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://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](http://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 and Canadian residents will be conducted in Hillsborough County, Florida.

9. 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 DimaondAir Inc. 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 control. 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.