

Commercial VPAC & VPHP LIMITED WARRANTY

Enviromaster International, LLC (hereafter known as **EMI**) offers to the original purchaser/owner that under normal use and maintenance for comfort cooling and conditioning applications, all **EMI** products will be free from defects in materials and workmanship for a period of 18 months from the documented date of original installation or 24 months from the date of manufacture, if the documented date of original installation is not available. Unit compressors shall be free from defects in materials and workmanship under normal use and maintenance for a period of 60 months from the documented date of original installation is not available. Unit compressors shall be free from defects in materials and workmanship under normal use and maintenance for a period of 60 months from the documented date of original installation or 66 months from the date of manufacture, if the documented date of original installation is not available. In the event of an in warranty part replacement, the replacement part is warranted only for the remaining duration of the original part.

WHAT EMI WILL WARRANT:

EMI will provide a replacement for, or, at the discretion of **EMI**, repair any or all components that prove to be defective within the prescribed warranty period. These parts will be supplied at no cost to the original owner. We will provide for a **LABOR ALLOWANCE**, following our standard **LABOR ALLOWANCE SCHEDULE** for a period of two years from the date of manufacture.

WHAT EMI WILL NOT WARRANT:

Damages to or arising from misapplication, improper installation or service; Components not supplied or approved by **EMI**;

Installation and normal maintenance such as, but not limited to, replacing air filters, cleaning, air flow adjustments;

Products manufactured or distributed by **EMI** but installed outside the United States and Canada;

Damages from unauthorized alteration, application or improper operation; or

Damages or repairs as a consequence of shipping and handling.

EMI IS ALSO NOT RESPONSIBLE FOR:

Damages caused by faulty or interrupted power supply or electrical service;

Damages caused by acts of God, including, but not limited to: wind, hail, floods, lightening, earthquakes or other conditions beyond the control of **EMI**.

FURTHER LIMITATIONS:

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE RIGHTS AND REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND CONSTITUTE THE ENTIRE CONTRACT. THIS LIMITED WARRANTY AND ANY OPTIONAL EXTENDED WARRANTIES ARE GRANTED ONLY TO THE ORIGINAL OWNER/USER AND BECOME NULL AND VOID IF PAYMENT FOR THE GOODS OR PRODUCT IS IN DEFAULT.

IN NO EVENT SHALL EMI BE LIABLE (WHETHER FOR BREACH OF THIS LIMITED WARRANTY OR CONTRACT, FOR STRICT LIABILITY OR NEGLIGENCE, OR OTHERWISE), FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF TIME OR CONVENIENCE, LOSS OF USE OF THE PRODUCT, THE COST OF A PRODUCT RENTAL, COSTS OF GASOLINE, ELECTRICITY, TELEPHONE TRAVEL OR LODGING, OR THE LOSS OF PERSONAL OR COMMERCIAL PROPERTY, WHETHER OR NOT EMI HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

IN NO EVENT SHALL EMI'S OBLIGATIONS UNDER THIS LIMITED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

ANY REPAIRS PERFORMED UNDER THIS LIMITED WARRANTY SHALL NOT IN ANY WAY EXTEND THE STATUTE OF LIMITATIONS FOR CLAIMS UNDER THIS LIMITED WARRANTY.

NO AGENT, REPRESENTATIVE OR DISTRIBUTOR OF EMI HAS ANY AUTHORITY TO ALTER THE TERMS OF THIS LIMITED WARRANTY IN ANY WAY.

For Service or repair:

- 1) Contact the installing contractor
- 2) Call the nearest distributor
- **3)** Call, E-Mail, or write:

Enviromaster International, LLCphone: (315)336-37165780 Success Drivefax: (800) 232-9364Rome, NY 13440Email: emi@enviromaster.comPlease visit our web site at: www.enviromaster.com