

LIMITED PRODUCT WARRANTY

RetroAire offers to the original purchaser/owner that under normal use and maintenance for comfort cooling and conditioning applications, all **RetroAire** equipment will be free from defects in material and workmanship for a period of 12 months from the documented date of original installation or 18 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 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.

WHAT RETROAIRE WILL WARRANT:

ECR will provide a replacement for or, at the discretion of **RetroAire**, repair any functional component that proves to be defective in material or workmanship, under normal maintenance and operating conditions, within the prescribed warranty period. Said parts will be supplied via standard shipping; billed and then credited back, when the defective component is returned, at the sole discretion of **RetroAire**. However, the replacement cost shall NOT include labor or service costs to diagnose, remove, or install a warranty part, or return of defective materials, at the sole discretion of **RetroAire**.

WHAT RETROAIRE WILL NOT WARRANT:

Damages to or arising from: misapplication, improper installation or service; components not supplied or approved by **RetroAire**, including, without limitation, cabinetry, wall sleeves, louvers, internal components, equipment, or controls supplied by others; and lack of preventative maintenance such as, but not limited to, replacing air filters, general cleaning, clearing condensate drains, air flow adjustments; products manufactured or distributed by **RetroAire** but installed outside the United States and Canada; unauthorized alteration, application or improper operation; excessively corrosive installation environments; equipment usage during construction; shipping or handling.

RETROAIRE 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, lightning, earthquakes or other conditions beyond the control of **RetroAire**.

FURTHER LIMITATIONS:

All implied warranties of merchantability and/or fitness for any particular purpose are limited in duration to the period of the limited warranty. 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. This warranty becomes null and void if payment for the goods or product is in default. Warranty remedies may be withheld if the customer account is in arrears or default.

In no event shall RetroAire be liable (whether for breach of this limited warranty or contract, for strict liability for 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 RetroAire has been advised of the possibility of any such damages.

In no event shall RetroAire'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 RetroAire 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 RetroAire sales rep/distributor
- 3) Call, E-Mail or write:

RetroAire, c/o ECR International, Inc., 2201 Dwyer Avenue, Utica, NY 13501, Ph: 1-800-325-5479 Fax: 1-866-432-7329, E-Mail: info@RetroAire.com, Web: www.RetroAire.com.