



## **LIMITED WARRANTY**

### **EMI I-verter Series Variable Speed Heat Pump Ductless Split Systems**

**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 material and workmanship for a period of 24 months from the documented date of original installation or 30 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 72 months from the documented date of original installation or 78 months from the date of manufacture, if the documented date of original installation is not available. This Limited Warranty applies to **EMI** products, including unit compressors (either or both hereinafter may be referred to as the "Product"), subject to the terms and conditions set forth below.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### **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 in material or workmanship within the prescribed warranty period. These parts will be supplied at no cost to the original owner. However, the replacement cost does NOT include labor or service costs to diagnose, remove, or install a warranty part.

#### **WHAT EMI WILL NOT WARRANT:**

Damages to or arising from misapplication, improper installation or service; Components not supplied or approved by **EMI**, including, without limitation, indoor and outdoor units supplied by others; 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 or handling.

#### **EMI IS ALSO NOT RESPONSIBLE FOR:**

Damages caused by faulty or interrupted power supply or electrical service; or Damages caused by acts of God including, but not limited to, wind, hail, floods, lightning, earthquakes or other conditions beyond the control of **EMI**.

#### **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 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, 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 **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.

FOR ALL SALES NOT SUBJECT TO THE MAGNUSON-MOSS WARRANTY ACT, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

**PLEASE NOTE: Some states, provinces and territories do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above limitations may not apply to you.**

In order for this Limited Warranty to be effective, the Product must have been assembled in strict compliance with installation instructions furnished with the Product.

This Limited Warranty in no way can be considered as a guarantee of workmanship of an installer or repairman connected with the installation or repair of the Product or as imposing on **EMI** liability of any nature for unsatisfactory

performance as a result of faulty workmanship in the installation or service of the Product, which liability is hereby expressly disclaimed.

**MISCELLANEOUS:**

1. The Magnuson-Moss Warranty Act applies to “consumer” sales as contrasted with “commercial” sales. A consumer sale is one to a buyer for personal, family or household purposes and not for the purpose of resale.

2. If any provision of this Limited Warranty shall be determined to be illegal, unconscionable or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by law. The warranties made under this Limited Warranty are exclusive and may not be altered, enlarged or changed by a distributor, dealer, or other person whatsoever, other than pursuant to a written agreement executed by a duly authorized officer of **EMI**.

3. This Limited Warranty is nontransferable and shall be for the benefit of the original purchaser/owner of the Product only.

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.

**PROCEDURE FOR OBTAINING WARRANTY SERVICE**

1. At the time a claim is filed under this Limited Warranty the original purchaser/owner must present a copy of the original sales receipt, and a deed, utility bill, or equivalent document evidencing both ownership of the Product and installation in the dwelling owned by the original purchaser/owner.

2. For prompt warranty service, notify the installer (if applicable) who, in turn, will notify the **EMI** distributor from whom such distributor purchased the Product. If this action does not result in warranty service, the original purchaser/owner or installer should contact **EMI** Customer Service (see contact information below), giving full particulars in support of the claim. Alleged defective part or parts must be returned through trade channels in accordance with **EMI's** procedure currently in force for handling returned goods for the purpose of inspection or determining the cause of failure. **EMI** will furnish the new part(s) to an authorized **EMI** distributor who, in turn, will furnish the part(s) to the heating contractor who installed the Product (if applicable).

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