

# Warranty

## 7.1 Limited Product Warranty

If any part of your Marvair® Air Conditioner, Heat Pump or Unit Ventilator fails because of a manufacturing defect within fifteen months from the date of original shipment from Marvair or within twelve months from the date of original start-up, whichever is the earlier date, Marvair will furnish without charge, EXW Cordele, Georgia, the required replacement part. Any transportation, related service labor, diagnosis calls, filter, driers, and refrigerant are not included. The owner must provide proof of the date of the original start-up. The owner's registration card filed with Marvair, the contractor's invoice, the certificate of occupancy or similar document are examples of proof of the date of the original start-up.

In addition, if the hermetic compressor fails because of a manufacturing defect within sixty months from the date of original shipment from Marvair®, Marvair will furnish without charge, EXW Cordele, Georgia, the required replacement part. Any related service labor, diagnosis calls, filter, driers and refrigerant are not included. Marvair will pay for non-priority shipping costs of the compressor during the first twelve months of the warranty period. After the first twelve months of the warranty period, all costs of shipment and risk of loss during the shipment of the compressor shall be the responsibility of the owner.

The owner of the product may ship the allegedly defective or malfunctioning product or part to Marvair®, at such owner's expense, and Marvair will diagnose the defect and, if the defect is covered under this warranty, Marvair will honor its warranty and furnish the required replacement part. All costs for shipment and risk of loss during shipment of the product to Marvair and back to the owner shall be the responsibility and liability of the owner. Upon written request by an owner, Marvair may arrange for remote diagnosis of the allegedly defective or malfunctioning product or part but all costs for transportation, lodging and related expenses with regard to such diagnostic services shall be the responsibility and liability of the owner.

An owner requesting performance under this Warranty shall provide reasonable access to the allegedly defective or malfunctioning product or part to Marvair® and its authorized agents and employees.

This warranty applies only to products purchased and retained for use within the U.S.A., Canada, and Mexico. This warranty does not cover damage caused by improper installation, misuse of equipment or negligent servicing.

THIS WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF ANY PURCHASER OF A MARVAIR® HEAT PUMP OR AIR CONDITIONER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE, TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE EXCEED THE TERMS OF THE APPLICABLE WARRANTY STATED ABOVE AND MARVAIR SHALL HAVE NO OTHER OBLIGATION OR LIABILITY. IN NO EVENT SHALL MARVAIR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR MONETARY DAMAGES.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE. Some states do not allow limitations or exclusions, so the above limitations and exclusions may not apply to you.

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