

#### LIMITED WARRANTY

Breeze33 Products LLC ("Breeze33") warrants to the ORIGINAL PURCHASER that this Inverter & Mini Split A-Coil (the "Product") shall be free from defects in material, workmanship and/or manufacturing under normal use and service. Should your Breeze33 Product prove to be defective in material, workmanship and/or manufacturing under normal use during the durations outlined below, effective from the original purchase date, Breeze33 will replace defective parts or Product as outlined below.

#### **FIRST SEVEN YEARS**

If any part or Compressor supplied by Breeze33 fails due to defects in material or workmanship within the first seven (7) years of purchase date by the ORIGINAL PURCHASER, Breeze33 will replace the defective part or replace the entire Product free of charge.

#### **TEN YEARS**

If any Part or Compressor supplied by Breeze33 (i) installed in a "Residential Application" and (ii) has been registered with Breeze33 (the "Breeze33 Registration") within thirty (30) days from installation, and fails due to defects in material or workmanship within the first ten (10) years of purchase date by the ORIGINAL PURCHASER, Breeze33 will replace the defective part or replace the entire Product free of charge. "Residential Application" refers to parts or compressors installed in homes (single or multi-family), apartments, duplexes, or condominiums used solely for personal, household, or family use.

### WHAT IS NOT COVERED?

This Limited Warranty applies only to Breeze33 Products that are installed by licensed HVAC contractors who are licensed for HVAC installation under applicable local and state laws (a "Licensed Contractor"), and where installation of the Product is completed in strict compliance with (A) all applicable building codes, ordinances, regulations and permits; (B) Breeze33's installation and operation instructions; and (C) good trade practices (each of the foregoing, the "Warranty Conditions"). In the event the Product is not installed by a Licensed Contractor and in strict compliance with each of the Warranty Conditions, this Limited Warranty, and Breeze33's obligations arising hereunder, shall be deemed null and void.

This Limited Warranty does not cover and Breeze33 is not liable for, (i) installation charges and/or costs related to the defective Products and/or parts; (ii) any labor charges and/or costs related to the defective Products and/or parts; (iii) Products which have been damaged as a result of any accident, misuse, abuse, neglect, improper installation or maintenance, the use of abrasive or organic solvent cleaners, modification; (iv) failure to use the Product in accordance with the instructions provided by Breeze33; and/or (v) Products not installed by a Registration Deadline.

# PRODUCT REGISTRATION

This Limited Warranty, and Breeze33's obligations arising pursuant to this Limited Warranty are expressly conditioned upon the Product being registered with Breeze33 (the "Breeze33 Registration") within the earlier of (i) ninety (90) days following date the equipment is first installed by; or (ii) one hundred and twenty (120) days from the date of purchase (the "Registration Deadline"). In the event the Breeze33 Registration is not completed on or before the Registration Deadline, this Limited Warranty shall become null and void and of no further force and effect. Product can be registered online at breeze33.com/warranty-form.

### HOW TO OBTAIN WARRANTY SERVICE

Contact our warranty department at 740-314-4404 to report the alleged defect. Return failed Product with proof of purchase, your name, and address within thirty (30) days of failure to:

Breeze33 Products LLC 350 Courtney Road Sebring, Ohio 44672 USA

## LIMITATION OF LIABILITY

Breeze33's liability on any claim of any kind, including, without limitation, warranty, negligence and/or breach of contract, shall in no case exceed the purchase price paid by the Customer. IN NO EVENT SHALL BREEZE33 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY) OR PUNITIVE DAMAGES, DAMAGES IN THE NATURE OF PENALTIES OR SIMILAR OR RELATED DAMAGES OF ANY KIND.

## **DISCLAIMER OF WARRANTIES**

BREEZE33 EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS EXPLICITLY STATED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THIS DISCLAIMER INCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY ANY AGENT, EMPLOYEE, SUBCONTRACTOR, MANAGER, DIRECTOR AND/OR REPRESENTATIVE OF BREEZE33.