LIMITED WARRANTY

*For **MRCOOL PTAC***

Models: PTACI09335DW, PTACI12335DW, PTACI15335DW

Unless otherwise required or prohibited under applicable state or province law, MRCOOL (hereinafter "MRCOOL" or "Company") warrants this product listed above against failure due to defect in materials or workmanship under normal use and maintenance as follows.This non-transferable warranty provides for a total of two (**2) years parts, (five) 5 year compressor, and two (2) year replacement** of limited warranty coverage. This warranty applies to all units installed in owner-occupied residences, multi-family residences, and limited commercial applications which use a 1-Phase power supply.

To the original owner (hereinafter "Customer"), MRCOOL provides a non-transferable warranty period of two (2) year parts, five (5) year compressor, and two (2) year replacement. The parts warranty period begins on the proof of purchase date for all parts to the original end user. If the date cannot be verified, the warranty period begins one hundred twenty (120) days from date of manufacture. The warranty on all parts is provided to the original end user given the following conditions and limitations:

> This warranty **DOES NOT** continue after the unit is removed from the location where it was originally installed.
> This warranty **DOES NOT** apply to, and no warranty is offered by MRCOOL on any unit that **IS NOT** purchased from an authorized dealer and installed with adherence to **all applicable local, state or province, and federal laws and regulations including but not limited to electrical codes and permits, policies, and licensing**.

As its only responsibility, and your only remedy, MRCOOL will furnish a replacement new or refurbished part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. **"Parts" are defined as, but not limited to: compressor, evaporator and condenser coils, fan motors (indoor and outdoor), blower wheels, fan blades, circuit boards (PCB), thermostats, sensors, transformers, and heater assemblies.** W**hen required by law or when required for diagnostic testing as directed by MRCOOL, a State or province certified or licensed HVAC contractor is necessary.** Any part replaced pursuant to this warranty is warranted only for the unexpired portion of the warranty term applying to the original part.

LIMITATIONS OF WARRANTIES: THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO NON INFRINGEMENT OF THIRD PARTY RIGHTS AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MRCOOL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF MRCOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MRCOOL'S LIABILITY EXCEED THE PURCHASE PRICE OF THE SYSTEM.

THIS WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts, or new units.
2. Normal maintenance as outlined in the Installation and/or Owner's Manuals, including, but not limited to filter cleaning and/or replacement, and lubrication.
3. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
4. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service.
5. Failure or damage due to animals, insects, pests, (including but not limited to: slugs or other organisms),or other organisms, water, floods, winds, fires, lightning, accidents, impact damage from projectiles, earthquake, theft or loss, riot, vandalism, acts of war, force majeure, corrosive environments, or other conditions beyond the control of the Company.
6. Parts or products not supplied or designated by Company, or damages resulting from their use.
7. Products installed outside the USA and Canada.
8. Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
9. Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant.
10. Any and all shipping or freight charges or damages arising from transportation of the product or parts covered by the Limited Warranty.
11. A product that had a serial number or any part(s) thereof altered, defaced or removed in any way.
12. Products moved from their original installation address.
13. Any damage caused by frozen or broken water pipes in the event of equipment failure.

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14. Changes in the appearance of the unit that do not affect its performance.
15. Replacement of fuses and replacement or resetting of circuit breakers.
16. Units operated in incomplete structures.
17. Damage or repairs required as a result of the use of used or recycled refrigerant.
18. Any special, indirect or consequential property or commercial damage of any nature whatsoever. Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

For additional warranty exclusions, visit www.MRCOOL.com

CLAIM SUBMISSION

To submit warranty claims, customers must call (270) 366-0457, email support@mrcool.com, create a ticket through mrcool.com or follow other directions provided on mrcool.com. Customer or HVAC Technician must perform any and all diagnostics as directed by MRCOOL and provide proof as required by MRCOOL. Having a state or province licensed or certified HVAC technician send written proof of diagnostic tests performed and parts or compressor failure may be required at MRCOOL's discretion. MRCOOL may require a copy of the installation invoice to process the claim. At the request of MRCOOL, parts and compressors must be returned to MRCOOL and become the property of MRCOOL.

DISPUTE RESOLUTION

In the event of any dispute with MRCOOL, Purchaser agrees to first contact MRCOOL by phone at (270) 366-0457, by e-mail at legal@mrcool.com, or by U.S. Mail at MRCOOL, LLC, Attn: Customer Service, 48 Remington Way, Hickory, KY 42051, and attempt to resolve the dispute informally by providing the following information: name, address, contact information and the nature of the dispute. In the event that MRCOOL is unable to resolve a dispute within 90 days of Purchaser's contacting MRCOOL, the parties agree to resolve any claim, dispute, or controversy arising out of or in connection with this Limited Warranty (the "Claims") by binding arbitration.

ARBITRATION

Unless otherwise required or prohibited under applicable state or province law, the laws of the State of Kentucky shall govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to this Limited Warranty shall be submitted to confidential arbitration in Paducah, Kentucky, under the rules then prevailing of the American Arbitration Association. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration involving any other person or entity subject to this Limited Warranty, whether through class arbitration proceedings or otherwise. Except to the extent prohibited by applicable law, Purchaser agrees she/he will not bring any Claim more than one (1) year after the cause of action has accrued. If the arbitrator decides in favor of Purchaser, the award may include Purchaser's costs of arbitration, including reasonable attorneys' fees and reasonable fees for any expert and other witnesses. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction. You have the right to opt out of this arbitration provision by contacting us at optout@mrcool.com within thirty (30) days of your purchase of the product. If more than thirty (30) days have passed, you are not eligible to opt out of this arbitration requirement and must pursue any claim through binding arbitration.