National Comfort Products
An AeriTek Brand

539 Dunksferry Road | Bensalem, PA 19020 | 215-244-1400 | 1-800-523-7138 | ncpwarranty@nrac.com

THRU-THE-WALL COMFORT PACK
LIMITED WARRANTY

1. National Comfort Products warrants to its customers that its product shall be free from defects in material and workmanship under normal use and regular service and maintenance as follows:

HEAT EXCHANGERS (Gas units only): for ten years from the date of original installation.

ALL OTHER PARTS: For all other parts except the Heat Exchanger, for five years from the date of original installation.

Customer must register the product within 60 days of purchase. If Customer cannot adequately document date of installation, then, for purposes of determining the warranty period, the date of installation shall be 60 days from the date of purchase.

2. This warranty does not extend to any damages or losses due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than National Comfort's), unauthorized modification or alteration; use beyond rated capacity; unsuitable power sources or environmental conditions; improper installation, repair, handling, maintenance or application; damage as a result of fire, wind, floods, lightning, or corrosive conditions; or any other cause not the fault of National Comfort. By way of example and without limitation, the following do not constitute a defect in workmanship and materials and are not covered by this warranty: slugging of liquid refrigerant or oil, unstable line voltage, lightning, operating without proper lubrication, and operating without factory provided safeties. Any installation that impairs or impedes air flow negatively impacts performance and causes premature equipment failure that voids this warranty. For example, installation behind a brick façade or the addition of a brick pattern façade, i.e. pigeon holes impedes air flow and shall void this warranty. No warranty will apply if the input section exceeds the rated input as indicated on the nameplate by more than 5%, or if the heat section in the judgement of the manufacture has been subject to misuse, negligence, accident, corrosive atmospheres, atmospheres contacting any contaminant (silicone, aluminum oxide, etc.), excessive thermal shock, physical damage, impact, abrasion, unauthorized alterations, or operation contrary to the manufacture's printed instructions, or if the serial number has been altered, defaced, or removed.

3. SOLE WARRANTY

The warranties identified herein constitute National Comfort's sole and exclusive warranties with respect to the goods and are in lieu of and exclude all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose whether or not the purpose or use has been disclosed to National Comfort in specifications, drawings or otherwise, and whether or not National Comfort's goods are specifically designed and/or manufactured by National Comfort for Customer's use or purpose.

4. LIMITATION OF REMEDY

The sole and exclusive remedy for breach of any warranty hereunder (other than the warranty provided herein) shall be limited to repair, replacement, credit or refund of the purchase price to distribution as set forth herein.

National Comfort is not responsible for any other item including but not limited to local transportation, freight, removal of any compressor or part, any labor associated therewith, service or diagnosis calls, refrigerant, or costs for returning any defective compressor or part.

5. LIMITATION OF WARRANTY

NATIONAL COMFORT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATED TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. NATIONAL COMFORT SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, COMMERCIAL PROFITS, OR CUSTOMER GOODWILL, AND ANY OTHER CLAIMS BASED ON CONTRACT OR TORT, WHETHER OR NOT ARISING FROM NATIONAL COMFORT'S NEGLIGENCE.

National Comfort shall not be liable for damages caused by delay in performance and the remedies of Customer set forth in this agreement are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) shall National Comfort's liability to Customer and/or its customers exceed the price paid by Customer for the specific goods or portion of the goods provided by National Comfort giving rise to the claim or cause of action, and Customer shall indemnify and hold harmless National Comfort for any damages incurred by National Comfort in excess thereof. Customer agrees that in no event shall National Comfort's liability to Customer and/or its customers extend to include incidental, consequential, or punitive damages.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to capital or equipment. Customer agrees that all instructions and warnings supplied by National Comfort will be passed on to those persons who use the Goods. National Comfort's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by National Comfort are to be left intact.

It is expressly understood that any technical advice furnished by National Comfort before or after delivery in regard to the use or application of the Goods is furnished without charge, and National Comfort assumes no obligation or liability for the advice given or results obtained, all advice being given and accepted at Customer's sole risk.

6. WARRANTY PROCEDURE

For All Warranty Claims. Customer must register the product with National Comfort within 60 days from purchase. Failure to timely register the product may void the warranty. Any claim for warranty shall be made within thirty days of discovery and in any event, within thirty days from removal of the compressor or part from the unit. Failure to make a timely claim shall void the warranty. Prior authorization from National Comfort is required for all warranty claims. Any claim for warranty must be first reported to National Comfort in writing specifying the unit, serial number, date of purchase and date of original installation. Customer shall also request a Return Material Authorization ("RMA") from National Comfort to initiate the warranty claim process. Issuance of an RMA by National Comfort is not an acknowledgment that the defect is covered by this Warranty. Any replacement compressor or part is warranted for the original product warranty, or for one year from the date of shipment of the replacement compressor/part, whichever is later.

A. Heat Exchangers. In addition to the above-reference requirements, customer is also required to purchase a replacement heat exchanger and return the original heat exchanger to National Comfort at National's discretion, freight prepaid. If National Comfort determines that there is a defect in material or workmanship in the heat exchanger that is covered by this Warranty, then National Comfort shall credit Customer for the cost of the new replacement heat exchanger. If National Comfort determines that the defect in material or workmanship is not covered by this Warranty, then no credit shall be issued. A copy of the invoice of the replacement heat exchanger and completed RMA must accompany the original heat exchanger for which warranty is claimed. National Comfort reserves the right to request additional documentation. The failure to follow this procedure shall render the warranty void.

B. Compressors. In addition to the above-referenced requirements, Customer is also required to purchase a replacement compressor and return the original compressor to National Comfort at National's discretion. If the defect is reported to National Comfort within one year from the date of original installation or within 20 months from the date of manufacture of the compressor (as determined by the compressor serial number), whichever occurs first, then Customer may take the compressor to any Authorized Distributor for replacement of said compressor. If the defect is reported to National Comfort after one year from the date of installation or after 20 months from the date of manufacture of the compressor (as determined by the compressor serial number), whichever occurs first, but before the expiration of five years from the date of installation, then the compressor should be returned to National Comfort at National's discretion and Customer shall purchase a new compressor. If National Comfort determines that there is a defect in material or workmanship that is covered by this Warranty, then National shall credit Customer for the cost of the new replacement compressor. If National Comfort determines that the defect in material or workmanship is not covered by this Warranty, then no credit shall be issued. A copy of the invoice of the replacement compressor and completed RMA must accompany the compressor. National Comfort, at its sole discretion, may also require Customer to supply the compressor tag. The failure to follow this procedure shall render the warranty void.

C. Other Parts. In addition to the above-referenced requirements, Customer is required to purchase a replacement part for the original part for which Customer is making a warranty claim. The original part for which warranty is claimed is to be returned to National Comfort at National's discretion, freight prepaid. If National Comfort determines that there is a defect in material or workmanship in the part that is covered by this Warranty, then National Comfort shall credit Customer for the cost of the new replacement part. If National Comfort determines that the defect in material or workmanship is not covered by this Warranty, then no credit shall be issued. A copy of the invoice of the replacement part and completed RMA must accompany the original part for which warranty is claimed. National Comfort reserves the right to request additional documentation. The failure to follow this procedure shall render the warranty void.

7. SHIPPING INSTRUCTIONS

A. Compressors. Returned compressors must be totally secured by use of shipping lugs taken from the replacements compressors and clearly marked with the RMA number. Do not use tape, rags or putty to seal the compressor. Line connections should be sealed with rubber plugs. All scroll compressors must be securely bolted, banded, and stretch wrapped to a skid in the upright position.

B. **Parts.** All other returned parts must be securely packaged and clearly marked with its corresponding RMA number provided from NCP.

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