

ACiQ Limited Warranty Conditions

The ACiQ Limited Warranty only applies if the following conditions are met:

1. To obtain the extended warranty periods for residential applications, the product must be registered online or by mailing the completed Warranty Certificate to ACiQ within 90 days of original equipment installation. In jurisdictions where warranty benefits conditioned on registration are prohibited by law, registration is not required and the extended warranty period will be applied if it is for a residential application.
2. If the original installation date is not verifiable, then the Limited Warranty period begins 90 days after the product manufacturing date. This will be determined by the model and serial number of each product.
3. For subsequent owners of the equipment, the length of the Limited Warranty shown in Figure 1 for subsequent owners will be upheld without the need for further product registration.
4. For non-residential applications of the equipment, the length of the Limited Warranty shown in Figure 1 for non-residential applications will be upheld without the need for further product registration.
5. The equipment must be part of an ACiQ-certified system pairing and every system must be operated in complete structures.
6. The entire system must be installed, serviced, and diagnosed by a factory-authorized, EPA-certified contractor and the installation must be in compliance to your state and local installation codes. Any warranty work must also be fulfilled by a licensed dealer or contractor. Installations must follow all ACiQ installation guidelines as specified in each product's designated ACiQ installation manuals. Failure to follow these guidelines and installation codes may result in any warranty remaining unfulfilled, the installation may fail any potential building inspection that the equipment may be subject to, or improper installation may endanger the equipment or occupants of the dwelling where the equipment is installed.
7. All ACiQ equipment must be operated following the equipment's designated owner's manual and cannot be misused.
8. All ACiQ equipment must have an intact faceplate with its specifications, model number, and serial number still legible. If the equipment is not in this condition, both the standard and extended warranties are void.
9. Upon request, ACiQ reserves the right to request subsequent information such as service and maintenance records of all equipment on the warranted system, including but not limited to proof of a minimum of a once-a-year maintenance plan.
10. Warranties will only be applicable to products installed at their original installation location and reinstalled equipment will not be covered by any warranty at the discretion of ACiQ.
11. Defective parts must be returned to ACiQ through a servicing dealer or contractor to receive a reimbursement (if applicable).
12. ACiQ electric heater accessories installed in residential applications hold a 5 year limited warranty from their installation date.
13. ACiQ products must be installed in the United States for the Limited Warranty to be upheld.
14. ACiQ is not responsible for any delay or extended lead time for parts for any reason whatsoever.
15. All implied warranties of merchantability and fitness for a particular use or purpose are limited in duration to the period for which the Limited Warranty is specified except in jurisdictions where limitations on implied warranties are prohibited.

This Warranty Does Not Cover

1. Any labor or other costs incurred for the diagnosis, handling, installation, operation, removal, repair, service, or shipping of failed parts, replacement parts, or new units. Refrigerant or any costs related to refrigerant will not be supplied.
2. Any product installed in violation to any and all applicable governmental minimum efficiency standards.
3. Standard maintenance not covered under this Limited Warranty designed to cover only parts and compressors.
4. Damage, labor, parts, or repairs required as a consequence of improper shipping and handling, improper installation, improper operation, improper servicing, misapplication, misuse, and/or unauthorized alteration.
5. Damages due to electrical conditions outside of the equipment including but not limited to improper voltage conditions, blown fuses, open circuit breakers, or interruption of any electrical or other service required for use.
6. Damages resulting from flooding, wind, fire, lightning, accidents, corrosive environments, rust, general wear, or other conditions beyond the control of ACiQ. This also includes any damages as a result of any third-party, non-ACiQ approved parts.
7. Any refrigerant needed for installation, warranty, or any other process related to any ACiQ product.
8. Any labor, lodging, transportation, electricity, or any fuel costs associated with any equipment for any reason whatsoever.
9. Any special or indirect commercial damage of any kind, unless your jurisdiction does not allow this exclusion.

ACiQ Limited Warranty Arbitration Clause

Please review this arbitration clause as it affects your legal rights:

1. Parties: This arbitration clause affects your rights against ACiQ and any of its agents, affiliates, contractors, employees, successors, or technicians.
2. Arbitration Requirement: Except as stated below, any dispute between you and any of us shall be decided by neutral, binding arbitration rather than by court or by jury trial.
3. Class-Arbitration Waiver: Arbitration is handled on an individual basis and if a dispute is arbitrated, you and ACiQ expressly waive any right to participate as a class representative or class member on any class claim you may have against ACiQ or that ACiQ has against you. You and ACiQ also waive the right to class arbitration or any consolidation of individual arbitration.
4. Small Claims Court Option: You may elect to litigate any dispute and ACiQ in small claims court instead of arbitration if the dispute meets all requirements to be heard in a small claims court.
5. Governing Law: For residents of the United States, the procedures and effect of any arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) instead of state law. The law governing your substantive warranty rights and other claims will be the law of the state from which you purchased your unit. Any court having jurisdiction may enter judgment on the arbitration award.
6. Rules of the Arbitration: If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
7. Location of the Arbitration Hearing: Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside.
8. Costs of Arbitration: Each party is responsible for its own attorney, expert, and other fees unless the jurisdiction's law requires otherwise.
9. Survival and Enforceability of this Arbitration Clause: This Arbitration Clause shall survive the expiration, termination, or any transfer of the warranty on the equipment provided by ACiQ. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the Limited Warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under the Limited Warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

This warranty gives you specific legal rights. You may have other rights which vary on jurisdiction. ACiQ is not liable for any death or injury resulting from improper installation or misuse of its products. The express warranties made in this Limited Warranty are exclusive and may not be altered, enlarged, or changed by any distributor, dealer, or other person, whatsoever.