



SERIAL NUMBER: _____

MANUFACTURER'S WARRANTY CERTIFICATE

**TO REGISTER YOUR WARRANTY VISIT
SENVILLE.COM/WARRANTY**

IMPORTANT: PLEASE NOTE THAT IN ORDER FOR YOUR WARRANTY TO BE VALID IT MUST BE COMPLETED BY A LICENSED PROFESSIONAL.

WARRANTY TERMS

SENVILLE (HEREINAFTER "COMPANY") WARRANTS THIS PRODUCT AGAINST FAILURE DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP UNDER NORMAL USE AND MAINTENANCE.

ALL WARRANTY PERIODS BEGIN ON THE DATE OF ORIGINAL INSTALLATION. IF THE DATE CANNOT BE VERIFIED, THE WARRANTY PERIOD BEGINS ONE HUNDRED TWENTY (120) DAYS FROM THE DATE OF MANUFACTURE. IF A PART FAILS DUE TO A DEFECT DURING THE APPLICABLE WARRANTY PERIOD, COMPANY WILL PROVIDE A NEW OR REMANUFACTURED PART, AT COMPANY'S OPTION, TO REPLACE THE FAILED DEFECTIVE PART AT NO CHARGE FOR THE PART.

THIS LIMITED WARRANTY IS SUBJECT TO ALL PROVISIONS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS LISTED ON THE RIGHT SIDE.

ALL IMPLIED WARRANTIES AND/OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON, WHATSOEVER.

PROPER INSTALLATION – LIMITED WARRANTY APPLIES ONLY TO SYSTEMS THAT ARE INSTALLED BY A STATE-CERTIFIED OR LICENSED HVAC CONTRACTOR[1], UNDER APPLICABLE LOCAL AND STATE LAW IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND PERMITS, SENVILLE INSTALLATION AND OPERATION INSTRUCTIONS AND GOOD TRADE PRACTICES. THE COMPANY RESERVES THE RIGHT TO REQUEST PROOF OF PROPER INSTALLATION BEFORE ENFORCING THIS WARRANTY.

EXCLUSION OF THE WARRANTY

THIS WARRANTY DOES NOT COVER:

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 SERVICING INSTRUCTIONS OR OWNER MANUAL, INCLUDING 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. DAMAGE OR THE NEED FOR REPAIRS ARISING FROM THE USE OF COMPONENTS OR ACCESSORIES NOT COMPATIBLE WITH THIS UNIT.
5. FAILURE TO START DUE TO VOLTAGE CONDITIONS, BLOWN FUSES, OPEN CIRCUIT BREAKERS, OR DAMAGES DUE TO THE INADEQUACY OR INTERRUPTION OF ELECTRICAL SERVICE.
6. FAILURE OR DAMAGE DUE TO FLOODS, WINDS, FIRES, LIGHTNING, ACCIDENTS, CORROSIVE ENVIRONMENTS (RUST, ETC.) OR OTHER CONDITIONS BEYOND THE CONTROL OF THE COMPANY.
7. PARTS NOT SUPPLIED OR DESIGNATED BY COMPANY, OR DAMAGES RESULTING FROM THEIR USE.
8. PRODUCTS INSTALLED OUTSIDE USA AND CANADA.
9. ELECTRICITY OR FUEL COSTS OR INCREASES IN ELECTRICITY OR FUEL COSTS FROM ANY REASON WHATSOEVER, INCLUDING ADDITIONAL OR UNUSUAL USE OF SUPPLEMENTAL ELECTRIC HEAT.

10. LODGING OR TRANSPORTATION CHARGES.

11. ANY COST TO REPLACE, REFILL OR DISPOSE OF REFRIGERANT, INCLUDING THE COST OF REFRIGERANT.

12. FAILURE OR DAMAGES RESULTING FROM THE USE OF UNAPPROVED REFRIGERANT TYPES OR USED OR RECYCLED REFRIGERANT.

13. 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.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE. FOR WARRANTY SERVICE OR REPAIR, CONTACT YOUR INSTALLING CONTRACTOR. YOU MAY FIND THE INSTALLER'S NAME ON THE EQUIPMENT OR IN YOUR OWNER'S PACKET.

ARBITRATION CLAUSE WITH THE EXCEPTION OF THE RESIDENTS OF QUEBEC, ANY DISPUTE BETWEEN YOU AND THE COMPANY SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. FOR PRECISION PURPOSES, THE WORD "DISPUTE" WILL BE GIVEN THE BROADEST POSSIBLE MEANING ALLOWABLE BY LAW. THE MEANING OF THE WORD "DISPUTE" IS INCLUDING BUT IS NOT LIMITED TO, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING FROM OR RELATING TO YOUR PURCHASE OF THIS HEATING OR AIR CONDITIONING UNIT, ANY WARRANTY UPON THE UNIT, OR THE UNIT'S CONDITION. IT ALSO INCLUDES DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS ARBITRATION CLAUSE. THE ARBITRATION REQUIREMENT APPLIES TO CLAIMS IN CONTRACT AND TORT, PURSUANT TO STATUTE, OR OTHERWISE.

FOR RESIDENTS OF THE UNITED STATES, THE PROCEDURES AND EFFECT OF THE ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ.) RATHER THAN BY STATE LAW CONCERNING ARBITRATION. FOR RESIDENTS OF CANADA, THE PROCEDURES AND EFFECT OF THE ARBITRATION WILL BE GOVERNED BY THE APPLICABLE ARBITRATION LAW OF THE PROVINCE IN WHICH YOU PURCHASED YOUR UNIT. THE LAW GOVERNING YOUR SUBSTANTIVE WARRANTY RIGHTS AND OTHER CLAIMS WILL BE THE LAW OF THE STATE OR PROVINCE IN WHICH YOU PURCHASED YOUR UNIT. ANY COURT HAVING JURISDICTION MAY ENTER JUDGMENT ON THE ARBITRATION AWARD.

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, JAMS, OR, SUBJECT TO OUR APPROVAL, ANY OTHER ARBITRATION ORGANIZATION. IN ADDITION, CANADIAN RESIDENTS MAY CHOOSE THE ADR INSTITUTE OF CANADA. 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.

UNLESS APPLICABLE LAW PROVIDES OTHERWISE, THE ARBITRATION HEARING FOR UNITED STATES RESIDENTS WILL BE CONDUCTED IN THE FEDERAL JUDICIAL DISTRICT IN WHICH YOU RESIDE OR, FOR CANADIAN RESIDENTS, IN THE PROVINCE IN WHICH YOU RESIDE.

THIS ARBITRATION CLAUSE SHALL SURVIVE THE EXPIRATION OR TERMINATION, OR ANY TRANSFER, OF THE WARRANTY ON YOUR UNIT. 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 WARRANTY SHALL REMAIN ENFORCEABLE. IF, IN A CASE IN WHICH CLASS-ACTION ALLEGATIONS HAVE BEEN MADE, THE WAIVER OF CLASS-ACTION RIGHTS UNDER THIS 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.

SMALL CLAIMS COURT OPTION

YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND THE COMPANY IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.

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