

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## RFP 180101 Comprehensive HVAC Solutions and Services

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

**Agreements for purchase** will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

**Other Wage Rates** may be required by some TIPS Members and acceptance of a projects by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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## **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

## **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

## **Renewal of Agreements**

The Agreement with TIPS is for one (2) year with an option for renewal for additional two (2) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at **"Termination for Convenience"**.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

## **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

**Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

**Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement and Reporting**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the Member.

This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

**Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.



**Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Agreement.

**Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

**Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

**Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract.

The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas.

Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship.

- **Agreements:** All vendor purchase orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
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**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**



# TIPS Vendor Agreement Signature Form

RCSP 180101 Comprehensive HVAC Solutions and Services  
Part 2 installation and construction on site considered a Public Work (JOC)

Company Name Capacity Energy Solutions, LLC  
Address 9652 Inter Ocean Drive  
City West Chester State OH Zip 45246  
Phone 513-604-2898 Fax \_\_\_\_\_  
Email of Authorized Representative CDirenzi@CapacityES.com  
Name of Authorized Representative Chris Direnzi  
Title Member  
Signature of Authorized Representative Chris J Direnzi  
Date February 15, 2018  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature Meredith Barton  
Approved by ESC Region 8 David Wayne Fitts  
Date 3/22/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			
Fax	+1 (866) 749-6674	Contact	Kristie Collins, Contracts Compliance Specialist	Department Building
Bid Number	180101 Addendum 2			Floor/Room
Title	Comprehensive HVAC Solutions and Services (Two Part)	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	1/4/2018 08:03 AM (CT)	Floor/Room		Email
Close Date	2/16/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Capacity Energy Solutions, LLC  
 Address 9799 Princeton Glendale Road  
 Suite F  
 Cincinnati, OH 45246

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone  
 Fax  
 Email

Submitted 2/16/2018 12:13:43 PM (CT)  
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Chris J Direnzi

Email CDirenzi@CapacityES.com

## Supplier Notes

## Bid Notes

This is a Two-Part Solicitation

## Bid Activities

## Bid Messages

## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Capacity Energy Solutions, LLC is an energy service company that takes an engineered approach to design and implement custom solutions that optimizes building efficiency and improves the lighting quality building comfort. Our industry experts use a data driven approach to model solutions and propose trusted projects that meet the financial and operational goals of a project. Capacity's mission is to identify and implement energy savings that generate positive cash flow for the customer and improve building quality while keeping the customer's goals first. Our many customers, from large Fortune 500 companies and national non-profit organizations to local school districts and small municipal buildings, trust Capacity to handle all of their lighting needs.
6	Primary Contact Name	Primary Contact Name	Chris Direnzi
7	Primary Contact Title	Primary Contact Title	Member
8	Primary Contact Email	Primary Contact Email	CDirenzi@CapacityES.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5136042898
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5136042898
12	Secondary Contact Name	Secondary Contact Name	Dean DiMarco
13	Secondary Contact Title	Secondary Contact Title	Public Procurement Account Representative
14	Secondary Contact Email	Secondary Contact Email	DDiMarco@CapacityES.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	513-443-5035
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	513-443-5035
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Julie Lockett
19	Admin Fee Contact Email	Admin Fee Contact Email	JLockett@CapacityES.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	513-604-2898
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Julie Lockett
22	Purchase Order Contact Email	Purchase Order Contact Email	JLockett@CapacityES.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5136042898
24	Company Website	Company Website (Format - www.company.com)	www.CapacityES.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	27-5423513
26	Primary Address	Primary Address	9652 Inter Ocean Drive
27	Primary Address City	Primary Address City	West Chester
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
29	Primary Address Zip	Primary Address Zip	45246



30	Search Words:	<p>Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)</p>	<p>Capacity Energy, Capacity Energy Solutions, Capacity Energy Solutions LLC, Energy savings, engineered energy project, energy engineering, positive cash flow energy project, positive cash flow, energy project financing, electrical engineering, hvac engineering, hvac solution, hvac sales, school facilities, school hvac project, church hvac, controls, building controls, controls systems, occupancy sensor, occupancy controls, power monitoring, hvac audit, energy audit, lighting study, building automation, energy management system, building schedule, LED Lighting, hvac distributor, hvac, mechanical equipment, cooling tower, boiler, chiller, solar thermal, building comfort, American Aldes, American Coolair, Arrow United Industries, BlueDuct, Car-Mon, Composite Fan Technology, Duravent, Durkeesox, Gustafson, Mars Air Systems, Pennbarry, Trane, Daikin, aaron, abb, aermec, American Aldes, Annexair, Broad, Bulldog Heat Pumps, Carel USA, Climatecraft, Compax chillers, dadanco, Data Aire, DPoint, Enverid, ICESTOR, Munters, Cincinnati HVAC, Cincinnati Ohio, Columbus Ohio, Dayton Ohio, Ohio, OH, Cincinnati, Lexington, Louisville, Indianapolis, Columbus, VFD, Controls, renewable energy, Geothermal, cooperative purchasing, air handler, filters, belts, turn-key hvac, turn-key design, turn-key project, design-build,</p>
31	Yes - No	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	West Chester
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Ohio

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	7.6%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

44	Start Time	Average start time after receipt of customer order is ____ working days?	40
45	Years Experience	Company years experience in this category?	7
46	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:  
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.  
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:  
  
Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex.  
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)  
that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

- |    |  |   |                        |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.</p>   | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.</p> <p>Does vendor agree?</p>   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.</p> <p>Does vendor agree?</p> | Yes                    |



62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

67	Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Remedies Explanation of No Answer		
69	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- |    |   |   |              |
|----|---|---|--------------|
| 71 | Alternative Dispute Resolution                          | Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.<br>Do you agree to these terms? | Yes, I Agree |
| 72 | Alternative Dispute Resolution Explanation of No Answer |   |              |
| 73 | Infringement(s)   | The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.<br>Do you agree to these terms?  | Yes, I Agree |
| 74 | Infringement(s) Explanation of No Answer                |   |              |
| 75 | Acts or Omissions                                       | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.<br>Do you agree to these terms?  | Yes, I Agree |
| 76 | Acts or Omissions Explanation of No Answer              |   |              |
| 77 | Contract Governance                                     | Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.  | Yes          |

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00



## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

## Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

### Capacity Energy Solutions, LLC

9652 Inter Ocean Drive, West Chester, OH 45246

Name/Address of Organization

Chris Direnzi, Member

Name/Title of Submitting Official

Chris J Direnzi

Signature

February 15, 2018

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Chris Dizenzi  
Print Authorized Company Official's Name

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Chris J Dizenzi

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_





**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

☒ YES or NO ☐

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

☒ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Capacity Energy Solutions, LLC

Print name of authorized representative Chris Direnzi

Signature of authorized representative Chris J Direnzi

Date February 15, 2018

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Chris Direnzi as an authorized representative of  
Capacity Energy Solutions, LLC, a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Chris J Direnzi  
Signature of Named Authorized Company Representative

February 15, 2018  
Date

**Required Federal contract provisions of Federal Regulations for Construction Contracts  
for contracts with TIPS OR TIPS MEMBERS**

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES WD Initial of Authorized Company Official

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be



required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES CD Initial of Authorized Company Official

Company Name Capacity Energy Solutions, LLC

Print name of authorized representative Chris Direnzi

Signature of authorized representative Chris J Direnzi

Date February 15, 2018



RFP 180101 Comprehensive HVAC Solutions and Services

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Capacity Energy Solutions, LLC  
Name of company expressly waiving confidential status of material

Chris Direnzi, member  
Printed Name and Title of authorized company officer expressly waiving confidential status of material

9652 Inter Ocean Dr. West Chester, OH 45246 513-604-2898  
Address City State ZIP Phone

Signature Chris J Direnzi Date February 15, 2018



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company  
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company  
The Cincinnati Life Insurance Company

6120 S. Gilmore Road  
Fairfield, OH 45014-5141  
(513) 870-2436  
Fax (513) 371-7290  
Tom\_Krieghoff@cinfin.com

**TOM KRIEGHOFF**  
Underwriting Superintendent  
Bond & Executive Risk Department

2/21/2018

To Whom It May Concern:

Dear TINA,

Thank you for the opportunity to review this CinciExpress application for Capacity Energy Solutions LLC. At this time, we would favorably consider extending surety up to \$350,000 depending on the project details. For example, we will not consider projects in excess of 12-month completion, warranties in excess of 2 years, projects with renewable options or projects that include an energy savings guarantee. Please also note CinciExpress preapprovals are subject to change at any given time and are subject to updated personal credit reports at time of the request.

Should you have any questions, please feel free to give me a call.

Sincerely,

*Tom Krieghoff*

Tom Krieghoff  
Bond & Executive Risk Department

# 2016 Product Warranties



It starts at [trane.com](http://trane.com)





## Base Limited Warranty

Subject to the terms and conditions of this limited warranty, Trane U.S., Inc. ("Company") extends a limited warranty against manufacturing defects for the product(s) identified in **Tables 1, 1A, 1B** attached hereto ("Products") that are installed in a residential/multi-family application (personal, family or household purposes) under normal use and maintenance in the United States and Canada.

**This limited warranty applies to Products manufactured on or after August 1, 2011.**

In order to maximize the available benefits under this limited warranty, the Purchaser (as defined below) should read it in its entirety. All repairs of Product parts covered under this limited warranty must be made with authorized service parts and by a licensed HVAC service provider. Additionally, commercial applications are treated differently under this limited warranty as stated in **Tables 1, 1A, 1B** attached hereto. For purposes of this limited warranty, "commercial applications" shall mean any application other than for personal, family, or household use.

**TERM:** The limited warranty period for Products is as stated in **Tables 1, 1A, 1B** attached hereto. If the Purchaser properly registers the Products, the limited warranty period shall be extended as stated in **Tables 1, 1A, 1B** attached hereto. Regardless of registration, the Commencement Date for a limited warranty period shall be the date that the original installation is complete and all Product start-up procedures have been properly completed and verified by an installer's invoice. If the installation and start-up date cannot be verified by the installer's invoice, the Commencement Date shall be sixty (60) days after the factory manufacture date which is verified by the Product serial number. Where a Product is installed in a newly constructed home, the Commencement Date is the date the Purchaser purchased the residence from the builder. Proof of Product purchase, installation, and/or closing date of the residence may be required to confirm the Commencement Date.

The installation of Product replacement parts under this limited warranty shall not extend the original warranty period. The warranty period for any Product part replaced under this limited warranty is the applicable warranty period remaining under the original Product warranty.

**WHO IS COVERED:** This limited warranty is provided only to the original owner and his or her spouse ("Purchaser") of the residence where the Products are originally installed. This warranty is not transferable except according to terms stated on the applicable website identified below under Registration Requirements. Company has the right to request any and all proof of Product purchase or installation and/or closing date of the residence.

**WHAT COMPANY WILL DO:** Company may request proof of Product purchase and/or installation in order to provide Product parts under this limited warranty. As Company's only responsibility and Purchaser's only remedy under this limited warranty, Company will furnish a replacement part to the licensed HVAC service provider, without charge for the part only, to replace any Product part that fails due to a manufacturing defect under normal use and maintenance. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part. If a Product part is not available, Company will, at its option, provide a free suitable substitute part or provide a credit in the amount of the then factory selling price for a new suitable substitute part to be used by the Purchaser towards the retail purchase price of a new Company product. Any new Product purchase shall be at Purchaser's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

**REGISTRATION REQUIREMENTS:** All Products must be properly registered online by the Purchaser within sixty (60) days after the Commencement Date to receive the registered limited warranty terms. To register online, go to:

<http://www.trane.com/Residential/For-Owners/Warranties> or

<http://www.americanstandardair.com/servicesupport/pages/warranty.aspx>

and click "Begin Online Registration." If a Purchaser does not register within this stated time period, the base limited warranty terms shall apply.

**ELIGIBILITY REQUIREMENTS:** The following items are required in order for the Products to be covered under this limited warranty:

- The Products must be in the same location where they were originally installed.
- The Products must be properly installed, operated, and maintained by a licensed HVAC service provider in accordance with the Product specifications or installation, operation, and maintenance instructions provided by Company with each Product. Failure to conform to such specifications and/or instructions shall void this limited warranty. Company may request written documentation showing the proper preventative maintenance.
- All Product parts replaced by Company under this limited warranty must be given to the servicing provider for return to Company.
- Air handlers, air conditioners, heat pumps, cased or uncased coils and stand-alone furnaces must be part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system or a specification in a Company provided bulletin or otherwise approved in writing by a Company authorized representative.

**EXCLUSIONS:** The following are not covered by this limited warranty:

- Labor costs including, but not limited to, costs for diagnostic calls or the removal and reinstallation of Products and/or Product parts.
- Shipping and freight expenses required to ship Product replacement parts.
- Failures, defects, or damage (including, but not limited to, any loss of data or property) caused by (1) any third party product, service, or system connected or used in conjunction with the Products; (2) any use that is not designed or intended for the Products; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) improper storage, installation, maintenance, or operation including, but not limited to, operation of electrical equipment at voltages other than the range specified on the Product nameplate; (5) any use in violation of written instructions or specifications provided by Company; (6) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any theft or riots; or (7) a corrosive atmosphere or contact with corrosive materials such as, but not limited to, chlorine, fluorine, salt (provided that indoor and outdoor coils will only be covered if a Sea Coast Kit is installed), sulfur, recycled waste water, urine, fertilizers, rust, or other damaging substances or chemicals.
- Products purchased direct including, but not limited to, Internet or auction purchases and purchases made on an uninstalled basis.
- Cabinets or cabinet pieces that do not affect product performance, air filters, refrigerant, refrigerant line sets, belts, wiring, fuses, surge protection devices, non-factory installed driers, and Product accessories (unless otherwise specified).
- Increased utility usage costs.

**REFRIGERANT POLICY:** (1) Manufacturer-Installed Refrigerant: Beginning on January 1, 2010, R-22 refrigerant will no longer be used as a manufacturer-installed refrigerant as required by federal regulation. All Products with manufacturer-installed refrigerant will include R410-A refrigerant. Any and all expenses or costs associated with replacing Product parts that are not R-410A compatible will not be covered by the terms and conditions of this limited warranty. (2) Non-Manufacturer installed Refrigerant: For Products manufactured and sold by the Company without refrigerant, only manufacturer approved and genuine alternate refrigerants shall be used. The use of contaminated, counterfeit, non-genuine, or non-manufacturer approved alternate refrigerant will void this limited warranty. (3) All Products: Products include a liquid line filter drier which must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressors defined as burnouts and failure to do so will void this warranty. Non-approved refrigerant and/or non-approved refrigerant system additives including, but not limited to dyes will void this limited warranty.

### ADDITIONAL TERMS:

THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. COMPANY DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS.

NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS.

No action arising out of any claimed breach of this limited warranty may be brought by a Purchaser more than one (1) year after the cause of action has arisen.

This limited warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages, how long a warranty lasts based on registration, or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this limited warranty.

Consumer Relations  
20 Corporate Woods Dr.  
Bridgeton, MO 63044

Or visit our website at [www.trane.com](http://www.trane.com) or [www.americanstandardair.com](http://www.americanstandardair.com)

GW-658-2216

**TABLE 1: Warranty Time Periods for Outdoor Units, Air Handlers, Packaged Air Conditioners and Heat Pumps, Furnaces, Ductless Systems Cased and Uncased Coils - Trane and American Standard Products**

**COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:** Pursuant to the Trane U.S., Inc. ("Company") limited warranty terms and conditions, the following Products are covered for the base time periods as stated below ("Base Limited Warranty Period"). If registered, the Base Limited Warranty Periods for certain Products will be extended as stated below ("Registered Limited Warranty Period").

**SINGLE PHASE R-410A OUTDOOR UNITS:**

**4TTB, 4TTM, 4TTR, 4TWB, 4A6B, 4A6H4/5/6, 4A7B, 4A7M, 4A7A3/4/6:**

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – ten (10) years.

**4TTX, 4TTV, 4TWX, 4TWV, 4A6H7, 4A6V, 4A7A7, 4A7V:**

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor – twelve (12) years, Outdoor Coil, Parts – ten (10) years.

**SINGLE PHASE R-22 OUTDOOR UNITS:**

**2TTB, 2TTM, 2TWB, 2A6B, 2A7B:**

*Base Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – one (1) year.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.

**AIR HANDLERS:**

**TAM4, TAM7, TAM8, GAT2, GAF2, GAM2, GAM5, TGB, 2/4TEE, 2/4TFE, 4FWCA/F, 4FWHA/F, 4FWMA/F, 4FWFA, 4FWDA, TAMG:**

*Base Limited Warranty Period:*

Indoor Coil and Parts – five (5) years.

*Registered Limited Warranty Period:*

Indoor Coil and Parts – ten (10) years.

**4TEC (Installed after 01/01/2013), TEM, TMM, TVM:**

*Base Limited Warranty Period:*

Indoor Coil and Parts – one (1) year.

*Registered Limited Warranty Period:*

Indoor Coil and Parts – ten (10) years.

**PACKAGED AIR CONDITIONERS and PACKAGED HEAT PUMPS (SINGLE-PHASE):**

**4TCC4, 4TCY4, 4TCY5, 4WCC4, 4WCY4, 4WCY5, 4WHC4:**

*Base Limited Warranty Period:*

Compressor, Coils, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor, Coils, Parts – ten (10) years.

**4YCC4, 4DCY4, 4YCY4, 4YCY5, (SINGLE-PHASE):**

*Base Limited Warranty Period:*

Compressor, Coils, Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Compressor, Coils, Parts – ten (10) years, Heat Exchanger – twenty (20) years.

**4WCZ6 (SINGLE-PHASE):**

*Base Limited Warranty Period:*

Compressor, Coils, Parts – five (5) years.

*Registered Limited Warranty Period:*

Compressor – twelve (12) years, Coils, Parts – ten (10) years.

**4DCZ6, 4YCC6 (SINGLE-PHASE):**

*Base Limited Warranty Period:*

Compressor, Coils, Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Compressor – twelve (12) years, Coils, Parts – ten (10) years, Heat Exchanger – twenty (20) years.

**FURNACES** (\*First digit may be a "T" or an "A"):

**\*UD1/DD1, \*UD1-H/\*DD1-H, \*UD2/DD2, \*UE1/DE1:**

*Base Limited Warranty Period:*

Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Parts – ten (10) years, Heat Exchanger – twenty (20) years.

**S9V2, \*UC1/DC1, \*UD2-V/\*DD2-V, \*UD2-C-V/\*DD2-C-V, \*UH1/DH1; \*UX1/DX1; \*UH2/DH2; \*UHM/DHM:**

*Base Limited Warranty Period:*

Parts – five (5) years, Heat Exchanger – twenty (20) years.

*Registered Limited Warranty Period:*

Parts – ten (10) years, Heat Exchanger – Lifetime

*Note Regarding Heat Exchangers: If a heat exchanger fails because of a manufacturing defect within the sixth through twentieth year of the applicable warranty period, Company will, at its sole option, provide either a replacement heat exchanger without charge, or allow a credit in the amount of the then factory selling price of an equivalent heat exchanger toward the retail purchase price of a new heating unit.*

**CASED AND UNCASD COILS:**

**2/4TXA, 2/4TXC, 4CXC, 4NXA, 4NXC, 4PXC, 4PXA, 4TXF-CC/CZ, 4FXC/A, 4FXFH, 4FXCH:**

*Base Limited Warranty Period:*

Coil, Parts – five (5) years.

*Registered Limited Warranty Period:*

Coil, Parts – ten (10) years.

**4GXC, 4MXCA/B/C/D:**

*Base Limited Warranty Period:*

Coil, Parts – one (1) year.

*Registered Limited Warranty Period:*

Coil, Parts – ten (10) years.

**DUCTLESS SYSTEMS\*\*:**

**4TYK/4MYW, 4TXK/4MXW, 4TXM, 4MXC85, 4MXL, 4MXD, 4MXF, 4MXX, 4TXU, 4UXD, 4UXC, 4UXL, 4UXX, 4UXW:**

*Base Limited Warranty Period:*

All Parts – one (1) year.

*Registered Limited Warranty Period:*

All Parts – five (5) years.

*\*\*If any part of your Ductless System fails because of a manufacturing defect under normal use and maintenance within the Limited Warranty Period, the Company will furnish the required replacement part, or if the compressor, outdoor coil or indoor coil should be the part that fails during the Limited Warranty period, the affected unit will be replaced. The Purchaser must pay for any and all shipping and handling charges and other costs of warranty service for the replacement part including, but not limited to, any related service labor, diagnosis calls and refrigerant. There is no distinction between residential and commercial use for this Limited Warranty term and coverage.*

**SPECIFIC TERMS FOR COMMERCIAL APPLICATIONS**

**SINGLE PHASE and ALL 3-PHASE**

**(Models listed in Tables 1, 1A, 1B - excluding ductless systems)**

*Base Limited Warranty Period:* Coil, Parts – one (1) year.

*Base Limited Warranty Period:* Compressor – five (5) years.

*Base Limited Warranty Period:* Packaged Unit Heat Exchanger – five (5) years.

*Base Limited Warranty Period:* For All Heat Exchangers on All Other Furnaces – twenty (20) years.

**Table 1A: Warranty Time Periods for Controls, Zoning Products, Humidifiers, Energy Recovery Ventilators, and Air Cleaners**

**COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:** Pursuant to the Trane U.S., Inc. ("Company") limited warranty terms and conditions, the following Products are covered for the base time periods as stated below ("Base Limited Warranty period"). If registered, the Base Limited Warranty Periods for certain products will be extended as stated below ("Registered Limited Warranty Period").

**CONTROLS: \*CONT200,\*CONT401,\*CONT402, \*CONT600, \*CONT602, \*CONT624**

*Base Limited Warranty Period:* one (1) year

*Registered Limited Warranty Period:* five (5) years

**CONTROLS: \*ZEMT500, \*CONT800,\*CONT802,\*CONT803, \*CONT824, \*CONT850, \*CONT900, \*ZONE940, \*ZONE950**

*Base Limited Warranty Period:* five (5) years

*Registered Limited Warranty Period:* ten (10) years

**ZONING PRODUCTS: \*ZONE950, \*ZONE940, \*ZONE930, ZZONEPNLAC52Z, ZZONEEXPAC52Z, ZZSENSAL0400, BAYSEN01ATEMPA, BAY24VVRP, ZDAMPDR, ZDAMPSM, ZDAMPBM, ZDAMPRR**

*Base Limited Warranty Period:* five (5) years

*Registered Limited Warranty Period:* ten (10) years

**HUMIDIFIERS: \*HUMD200, \*HUMD300, \*HUMD500 and EHUM800**

*Base Limited Warranty Period:* five (5) years

*Registered Limited Warranty Period:* ten (10) years

**ENERGY RECOVERY VENTILATOR (ERV): \*ERVR100, \*ERVR200 & \*ERVR300**

*Base Limited Warranty Period:* five (5) years

*Registered Limited Warranty Period:* ten (10) years

**AIR CLEANERS: TFD & AFD**

*Base Limited Warranty Period:* five (5) years

*Registered Limited Warranty Period:* ten (10) years

**SPECIFIC TERMS FOR COMMERCIAL APPLICATIONS:**

*Base Limited Warranty Period* Applies for all controls, zoning products, humidifiers and ERV's

*\*(First digit may be a "T" or an "A")*

**Table 1B: Warranty Time Periods for Installed Accessories in Air Handlers and Packaged Units**

**COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:** Pursuant to the Trane U.S., Inc. ("Company") limited warranty terms and conditions, the following Products are covered for the time periods as stated below.

**Electric Heaters for Multi-Position Air Handlers**

**HEATERS**, Installed in GAM2, GAM5 GAT2, & TAM4 Air Handlers: BAYEA

*Limited Warranty Period:* ten (10) years

**HEATERS**, Installed in GAF2 Air Handlers: BAYEC

*Limited Warranty Period:* ten (10) years

**HEATERS**, Installed in TAM7, TAM8 & TAMG Air Handlers: BAYEV

*Limited Warranty Period:* ten (10) years

**HEATERS**, Installed in 4FWCA/F, 4FWHA/F Air Handlers: BAYHTR, BAYHTRDS, BAYHTRBK

*Limited Warranty Period:* ten (10) years

**HEATERS**, Installed in TEM, TVM Air Handlers: BAYHTR15

*Limited Warranty Period:* ten (10) years

**HEATERS**, Installed in TMM Air Handlers: BAYHTRM5

*Limited Warranty Period:* ten (10) years

**HEATERS**, Installed in 4TEE & 4TEC Air Handlers: BAYHTR14

*Limited Warranty Period:* ten (10) years

**Optional Accessories for Multi-Position Air Handlers**

**UVC LIGHTS**, Installed in GAF2, GAM2, GAM5, GAT2, TAM4, TAM7 & TAM8, TAMG Air Handlers:

**BAYUVC**

*Limited Warranty Period:* Ballast - ten (10) years, Bulbs - one (1) year

**COMPRESSOR CONTROL MODULE**, Installed in TAM8 Air Handlers: BAY24CCVK

*Limited Warranty Period:* ten (10) years

**Hydronic Heaters for Multi-Position Air Handlers**

**HOT WATER COIL**, Installed in GAM5 Air Handlers: BAYWAAA05, BAYWABB07 or BAYWACC08

*Limited Warranty Period:* ten (10) years

**HOT WATER COIL**, Installed in TAM7 & TAMG Air Handlers: BAYWV & BAYWA

*Limited Warranty Period:* ten (10) years

**HOT WATER COIL**, Installed in TAM8 Air Handlers: BAYWV

*Limited Warranty Period:* ten (10) years

**Electric Heaters for Packaged Units**

**HEATERS**, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6 Packaged Units: BAYHTRV

*Limited Warranty Period:* ten (10) years

**HEATERS**, Installed in 4WHC Packaged Units: BAYHTRC

*Limited Warranty Period:* ten (10) years

**Optional Accessories for Packaged Units**

**UVC LIGHTS**, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6, 4YC\*3, 4 & 6, 4DC\*4 & 6 Packaged Units:

**BAYUV**

*Limited Warranty Period:* Ballast - ten (10) years, Bulbs - one (1) year

**ECONOMIZERS**, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6, 4YC\*3, 4 & 6, 4DC\*4 & 6 Packaged Units:

**BAYECON**

*Limited Warranty Period:* ten (10) years

**MOTORIZED DAMPER**, Installed in 4TC\*3 & 4, 4WC\*3, 4 & 6, 4YC\*3, 4 & 6, 4DC\*4 & 6 Packaged

**Units: BAYDMPR**

*Limited Warranty Period:* ten (10) years

**SPECIFIC TERMS FOR 3-PHASE UNITS**

**(Models up to 5 Tons in a RESIDENTIAL Application):**

**3-PHASE OUTDOOR UNITS: 2TTA, 4TTA, 4TWA, 4A7C, 4A6C:**

**3-PHASE PACKAGED UNITS: 4TCY4, 4TCX3, 4TCC3, 4WCZ6, 4DCZ6, 4WCY4, 4DCY4, 4WCX3, 4WCC3, 4YCZ6, 4YCY4, 4YCX3, 4YCC3**

*Base Limited Warranty Period:*

Outdoor Coil, Parts – one (1) year, Compressor – five (5) years.

*Registered Limited Warranty Period:*

Compressor, Outdoor Coil, Parts – five (5) years.



*It's Hard To Stop A Trane.®*

6200 Troup Highway  
Tyler TX 75707  
[www.trane.com](http://www.trane.com)

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Since Trane has a policy of continuous product improvement, it reserves the right to change design and specifications without notice

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# Honeywell

## ENVIRONMENTAL AND ENERGY SOLUTIONS WARRANTY POLICY

Honeywell warrants the products in this catalog (except those parts designated on Honeywell's price lists as not covered by this warranty) to be free from defects due to workmanship or materials, under normal use and service, for the following warranty periods.

### Sixty (60) months from date of installation

- Prestige<sup>®</sup>, Prestige<sup>®</sup> IAQ, Lyric<sup>™</sup> Round Thermostat, Lyric<sup>™</sup> T6, T6 Pro, T5 Series, VisionPRO<sup>®</sup>, Commercial VisionPRO<sup>®</sup>, CommercialPRO<sup>®</sup>, FocusPRO<sup>®</sup>, Wireless FocusPRO<sup>®</sup>, PRO 4000, PRO 3000, LineVoltPRO<sup>™</sup>, Digital Round<sup>™</sup>, and Modern Round<sup>™</sup> (T87K, N) Series Thermostats with a date code of 0501 or later
- Air Cleaners, Humidifiers, Ventilators, Ultraviolet Treatment, Indoor Air Quality, and Zoning products with a date code of 0501 or later, excluding replacement maintenance parts
- MS, MN and fast acting 2-position Direct Couple actuators; MVN rotary valve actuators
- Commercial Valves: VBN and VBF ball valves, and VRN pressure independent control valves
- JADE economizer when used with Honeywell sensors and actuators
- AquaPUMP circulating pump
- C7189R RedLINK Wireless Indoor Air Sensor
- C7061 UV Detector

### Sixty (60) months from date of manufacture

- Access and Video Systems power supplies

### Thirty-six (36) months from date of shipment

- Variable frequency drive devices (VFD) and accessories

### Thirty-six (36) months from date of installation

- AUBE branded thermostats, timers, and switches
- LCBS Connect controllers, wall modules and gateways

### Twenty-four (24) months from date of installation

- PRO 2000 and PRO 1000 thermostats
- Other Honeywell indoor air quality and zoning products with a date code of 0452 or earlier, unless otherwise specified
- AQ2000 Aquatrol panels and AQ1000 thermostats
- RedLINK Entry/Exit Remote
- RedLINK Vent Boost Remote

### Twenty-four (24) months from date of manufacture

- Pan-Tilt-Zoom Domes for Access and Video Systems

### Eighteen (18) months from date of shipment

- All WEBs and Security controllers, unless specified otherwise (warranty replacement parts will be warranted for 90 days or the balance of the original warranty period, whichever is longer)

### Twelve (12) months from date of installation

- Water Solutions products
- RedLINK Wireless Outdoor Air Sensor
- RedLINK Portable Comfort Control
- RedLINK Internet Gateway
- Unitary controllers including Spyder, Stryker, and Syk IO modules

### Twelve (12) months from date of shipment

- Building automation security accessories

**The warranty period for all other products is twelve (12) months from date of installation.**

If a product is defective due to workmanship or materials, is removed within the applicable warranty period, and is returned to Honeywell in accordance with the procedure described below, Honeywell will, at its option, either repair, replace or credit the customer for the purchase price of the product, in accordance with the procedure described below. This warranty extends only to persons or organizations who purchase products in this catalog for resale.

The expressed warranty above constitutes the entire warranty of Honeywell with respect to the products in this catalog and IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HONEYWELL BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER.

## INSTRUCTIONS—INSTALLING OR SERVICING CONTRACTOR OR DEALER

When replacing a Honeywell product under warranty, including those products furnished on original heating and/or cooling equipment, you should rely on your local Honeywell Wholesaler or Distributor for prompt and efficient product replacement service.

No warranty claim for product replacement or credit will be honored by Honeywell without a completed return authorization form or a manual return authorization form issued by Honeywell Customer Care.

## INSTRUCTIONS—WHOLESALE OR DISTRIBUTOR

The following will apply to the return of any product to Honeywell under this warranty, except any products which are not variable frequency drives or WEBs and are:

- (i) identified with a Honeywell Return Authorization Form (obtained from the B2B website at Customer.Honeywell.com)
- (ii) display the Return Authorization Form number and return address label on the outside of the return carton. Make sure a copy of the form is enclosed in the return carton
- (iii) packed separately from other returns and protected from shipping damage;

- (iv) have certification by the installer or servicing dealer that the product was removed, due to failure, within the applicable warranty period;
- (v) are received transportation pre-paid at the facility listed on the shipping and/or packing slip.
- (vi) and are found by Honeywell's inspection to be defective in workmanship or materials under normal use and service

will be handled in accordance with one of the two following procedures, as specified by the customer making the return.

1. **CREDIT PROCEDURE.** Honeywell will issue credit, at Honeywell's lowest wholesaler net price in effect at the time of the return (as set forth on Honeywell's then current price sheet) or at the actual invoice amount if a copy of that invoice is attached to the packing list. (TRADELINE Replacement Exchange Products will be at Honeywell's lowest replacement exchange net price in effect at the time of such return, as shown on Honeywell's then current price sheet.) Honeywell reserves the right to disallow this credit option in cases of warranty abuse.
2. **REPLACEMENT PROCEDURE.** Warranty replacement procedure must be used for in-warranty emergency replacement orders. Customer will not be credited for items not meeting warranty criteria as outlined by policy. Please return the defective item to the address listed on the return authorization form.

List Water Solutions products on a separate Return Goods Order form, marked "Water Solutions".

All new and unused VBN control ball valves MUST be approved by your Honeywell sales representative before returned.

WEBs return products must be processed through WEBs Customer Care. Defective hardware products under warranty have to be returned to Tridium in Richmond, VA. Security Access and Video products must have prior authorization.

All VFD warranty return products must be coordinated through the Commercial Components Hotline (1-888-516-9347 option 4) staff and VFD Warranty and Repair Program Coordinator (ECC-VFD Coordinator). All VFD warranty returns must have prior authorization and must be returned to the specified Honeywell VFD Service Center.

The warranty will not be honored if:

- (i) product is damaged or missing parts or accessory items including batteries.
- (ii) product exhibits evidence of field misapplications.

Final disposition of any warranty claim will be determined solely by Honeywell. If inspection by Honeywell does not disclose any defect covered by the warranty, the product will be returned or scrapped as instructed by the customer and Honeywell's regular service charges will apply. Products returned to the customer may be sent shipping charges collect.

If you have any questions relative to product returns to Honeywell, contact your Customer Care Representative:

Honeywell International Inc.  
Customer Care MN10-131A  
1985 Douglas Drive  
Golden Valley, MN 55422  
1-888-793-8193

## SPECIAL MESSAGE TO INDUSTRIAL USERS AND BUILDING OWNERS

Thank you for using Honeywell products.

As a user, when you purchase a Honeywell product from this catalog you should expect performance from the product and, if it fails, replacement of the product by the installing dealer.

Typically, you will have purchased a Honeywell product under the following circumstances:

1. To modernize or refurbish your existing commercial and/or process control system.
2. You have purchased new commercial and/or process heating, cooling, air cleaning or

humidification equipment that is furnished with Honeywell controls or components (refer to your owner's manual furnished with the equipment).

3. A control has failed on your existing commercial and/or process heating and/or cooling equipment and is replaced by a Honeywell TRADELINE product.

With few exceptions, you utilize the services of a competent plumbing, heating and/or cooling dealer/contractor for new or replacement work performed.

Although our warranty does not extend to you, Honeywell does extend a warranty to your supplier.

Your supplier can rely on its local Honeywell Wholesaler/Distributor or Honeywell for prompt replacement.

If you have any questions, need additional information or would like to comment on Honeywell's products or services, please write or phone:

Honeywell International Inc.  
Customer Care MN10-131A  
1985 Douglas Drive North  
Golden Valley, MN 55422-4386  
1-888-793-8193

or check your telephone directory (white pages) for one of many Honeywell field sales offices.



# 25-YEAR NON-PRO-RATED WARRANTY AGAINST THERMAL SHOCK

In addition to our standard one-year warranty against defective parts and workmanship, Bryan Steam LLC warrants the boiler pressure vessel for twenty-five (25) years, non-pro-rated, from the date of shipment from Peru, Indiana. This warranty is only valid if the boiler is installed and operated in accordance with our Installation and Operation Manual.

This warranty shall cover leaks in boiler tubes, upper and lower drums, and downcomers, when upon inspection by us, such damage is attributed to unequal expansion, often described as "thermal shock."

This warranty does not cover damages or failures that can be attributed to corrosion, scale, dirt or sludge accumulation in the boiler, low water conditions, failure of any safety devices or any other improper service, operation or neglect.

Bryan Steam LLC liability is hereunder limited to solely repairing or supplying a replacement pressure vessel or component parts as determined necessary by our inspection. Bryan Steam LLC is not responsible for shipping, handling, installation and other costs, including all costs associated with the removal and disposal of the old pressure vessel or component parts. In no event shall Bryan Steam LLC be responsible for any incidental, consequential, or other damages, including any damages resulting from loss of use of the boiler.

MODEL NO. \_\_\_\_\_ ORDER NO. \_\_\_\_\_

SERIAL NO. \_\_\_\_\_ DATE SHIPPED: \_\_\_\_\_

OWNER: \_\_\_\_\_

INSTALLATION ADDRESS: \_\_\_\_\_

CITY, STATE, (PROVINCE): \_\_\_\_\_



**BRYAN STEAM LLC/BRYAN BOILERS**  
783 NORTH CHILI AVENUE, PERU, INDIANA 46970  
Phone: 765-473-6651 • Fax: 765-473-3074  
[www.bryanboilers.com](http://www.bryanboilers.com)





# COMMERCIAL WARRANTY

**Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP**

## Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of the controller, as described below.

## To What Type Of Installations Does This Warranty Apply?

This warranty applies to controllers installed in buildings other than residences. Different warranties apply to controllers installed in owner-occupied residences and in residences not occupied by the owner.

## What Controllers Does This Warranty Not Cover?

This warranty does not apply to:

- Controllers that are ordered over the Internet, by telephone, or by other electronic means unless the controller is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Controllers that are installed outside the United States, its territories, or Canada.
- Controllers that are installed in residential buildings.

## What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

## Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.

- Damage or the need for repairs arising from the use of components or accessories not compatible with this controller.
- Normal maintenance as described in the installation and operating manual.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the controller to function due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the controller that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

## When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the Controller is originally installed.
- (2) If the date the controller is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 1 YEAR.

This warranty period does not continue after the controller is removed from the location where it was originally installed.

The replacement of a controller under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement controller only for the period remaining in the applicable warranty that commenced on the installation date.

[www.daikincomfort.com](http://www.daikincomfort.com)

For further information about this warranty, contact Daikin by mail to 19001 Kermier Road, Waller, Texas 77484.



Part No. PWDAYQ  
9/2017

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**Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP**

## What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement controller, without charge for the controller only, to replace any controller that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement controller is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

## What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the controller.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A CONTROLLER, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

## How Can The Owner Receive Warranty Service?

If there is a problem with the controller, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the controller.

To receive a replacement controller, a licensed contractor must bring or ship (with prior authorization) the defective controller to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

## Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.

2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this controller, any warranty upon the controller, or the controller'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.

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.

## Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

6. *Governing Law:* 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 controller. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your controller. Any court having jurisdiction may enter judgment on the arbitration award.
7. *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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your controller. 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.

# **DAIKIN** NON-OWNER OCCUPIED RESIDENCE WARRANTY

## **Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of the controllers, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to controllers installed in residences not occupied by the owner. Different warranties apply to controllers installed in owner-occupied residences and in commercial properties.

### What Controllers Does This Warranty Not Cover?

This warranty does not apply to:

- Controllers that are ordered over the Internet, by telephone, or by other electronic means unless the controller is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Controllers that are installed outside the United States, its territories, or Canada.
- Controllers that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this controller.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.

- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the controller to function due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the controller that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the controller is originally commissioned, but no later than 18 months after the manufacture date noted on the controller's rating plate.
- (2) If the date the controller is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 1 YEAR.

This warranty period does not continue after the controller is removed from the location where it was originally installed.

The replacement of a controller under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement controller only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement controller, without charge for the controller only, to replace any controller that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement controller is Daikin's only responsibility under this warranty.

**THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.**

Part No. PWDAYQ  
9/2017

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# **DAIKIN** NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP**

## What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the controller.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A CONTROLLER, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

## How Can The Owner Receive Warranty Service?

If there is a problem with the controller, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the controller.

To receive a replacement controller, a licensed contractor must bring or ship (with prior authorization) the defective controller to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

## Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this controller, any warranty upon the controller, or the controller'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.

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** 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 controller. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your controller. Any court having jurisdiction may enter judgment on the arbitration award.
7. **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

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**Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP**

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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

8. *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 or, for Canadian residents, in the province in which you reside.

9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:* 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.

## Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of the controller, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to controllers installed in owner-occupied residences. Different warranties apply to controllers installed in residences not occupied by the owner and in commercial properties.

### What Controllers Does This Warranty Not Cover?

This warranty does not apply to:

- Controllers that are ordered over the Internet, by telephone, or by other electronic means unless the controller is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Controllers that are installed outside the United States, its territories, or Canada.
- Controllers that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS CONTROLLER, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS CONTROLLER.**

Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.

- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this controller.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the controller to function due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the controller that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For controllers installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For controllers installed in existing residences, the installation date is the date that the controller is originally commissioned, but no later than 18 months after the manufacture date noted on the controller's rating plate.
- (3) If the date the owner purchases the residence from the builder or the date the controller is originally commissioned cannot be verified, the installation date is three months after the manufacture date noted on the controller.

## Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 1 YEAR.

This warranty period does not continue after the controller is removed from the location where it was originally installed.

The replacement of a controller under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement controller only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement controller, without charge for the controller only, to replace any controller that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement controller is Daikin's only responsibility under this warranty and the furnishing of the replacement controller is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the controller.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A CONTROLLER, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

### How Can The Owner Receive Warranty Service?

If there is a problem with the controller, contact a licensed contractor. If there is a problem with the controller, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the controller.

To receive a replacement controller, a licensed contractor must bring or ship (with prior authorization) the defective controller to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

### Quebec Residents

The arbitration provisions of this warranty shall not apply to residents of Quebec.

### Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this controller, any warranty upon the controller, or the controller'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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**



## Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. ***SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.***
6. *Governing Law:* 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 controller. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your controller. Any court having jurisdiction may enter judgment on the arbitration award.
7. *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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

**Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP**

*10. Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your controller. 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.



## LIMITED WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### Who Does This Warranty Cover?

This warranty only covers the original owner of the residence as of the installation date (as defined below), and his or her spouse ("owner"). Some states and provinces do not allow limitation of warranty coverage to owner, so the above limitation may not apply to you

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in multi-family residences not occupied by the owner and in commercial properties.

### Is Registration Required?

Registration is strongly urged. As set out below, warranty coverage is available to owners who have not registered, but registration extends the length of the warranty. TO REGISTER, GO TO [WWW.DAIKINCOMFORT.COM](http://WWW.DAIKINCOMFORT.COM) AND CLICK "PRODUCT REGISTRATION." If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or multi-family residences not occupied by the owner.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

This warranty is in lieu of all other express warranties. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS UNIT, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT. Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above limitation exclusion and/or may not apply to you.

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

**[www.daikincomfort.com](http://www.daikincomfort.com)**

For further information about this warranty, contact Daikin at (855) 770-5678 or by mail to 7401 Security Way, Houston, Texas 77040.



Part No. PWDDMSTWZA  
2/2015

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## LIMITED WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date noted on the unit.

### How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration affects the length of the warranty. If the unit is not registered, the warranty lasts for a period up to 5 YEARS.

If the unit is properly registered online within 60 days after the installation date, the warranty lasts for as long as the original registered owner or his or her spouse ("registered owner") own and reside in the home in which the unit was originally installed, for a period up to 12 YEARS. To register, go to [www.daikincomfort.com](http://www.daikincomfort.com) and click "PRODUCT Registration." If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

Neither of these warranty periods continues after the unit is removed from the location where it was originally installed. The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty and the furnishing of the replacement part is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

### California And Quebec Residents

California and Quebec residents do not need to register the product in order to get all of the rights and remedies of registered owners under this warranty. The arbitration provisions of this warranty shall not apply to residents of Quebec.



## LIMITED WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

### Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

4. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as “we” or “us” for ease of reference.
5. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** “Dispute” will be given the broadest possible meaning allowable by law. It includes 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.
6. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
7. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
8. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
9. *Governing Law:* 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.
10. *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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
11. *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 or, for Canadian residents, in the province in which you reside.



## LIMITED WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

12. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

13. *Survival and Enforceability of this Arbitration Clause:* 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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

OUTDOOR UNIT MODEL # & SERIAL #

OUTDOOR UNIT INSTALLATION DATE

INDOOR UNIT MODEL # & SERIAL #

INDOOR UNIT INSTALLATION DATE





## MULTI-FAMILY RESIDENCE WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### Who Does This Warranty Cover?

This warranty only covers the original owner of the residence as of the installation date (as defined below) ("owner").

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in multi-family residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

### Is Registration Required?

Registration is strongly urged. As set out below, warranty coverage is available to owners who have not registered, but registration extends the length of the warranty. TO REGISTER, GO TO [WWW.DAIKINCOMFORT.COM](http://WWW.DAIKINCOMFORT.COM) AND CLICK "PRODUCT REGISTRATION."

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than multi-family residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.

- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration affects the length of the warranty. If the unit is not registered, the warranty lasts for a period up to 5 YEARS.

If the unit is properly registered online within 60 days after the installation date, the warranty lasts for as long as the original registered owner ("registered owner") owns the multi-family residence in which the unit was originally installed, for a period



## MULTI-FAMILY RESIDENCE WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

up to 12 YEARS. To register, go to [www.daikincomfort.com](http://www.daikincomfort.com) and click "PRODUCT Registration."

Neither of these warranty periods continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

The owner agrees that these remedies are the owner's exclusive remedies for breach of all warranties.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

### Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**





## MULTI-FAMILY RESIDENCE WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

6. *Governing Law:* 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.
7. *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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:*

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.

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OWNER NAME

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ADDRESS OF INSTALLATION

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CITY / STATE-PROVINCE / ZIP-POSTAL CODE

---

INSTALLER NAME

---

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

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PHONE # / FAX #

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DISTRIBUTOR NAME

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CITY / STATE-PROVINCE / ZIP-POSTAL CODE

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PHONE # / FAX #

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MODEL # & SERIAL #



## COMMERCIAL WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### Who Does This Warranty Cover?

This warranty only covers the original owner of the non-residential building as of the installation date (as defined below) ("owner").

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in multi-family residences not occupied by the owner.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.
- What Problems Does This Warranty Cover?
- This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.

- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 5 YEARS.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.



## COMMERCIAL WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

### Where Can Any Legal Remedies Be Pursued?

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1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** 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.
7. **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,



## COMMERCIAL WARRANTY

**Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* 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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
MODEL # & SERIAL #

\_\_\_\_\_  
INSTALLATION DATE



## LIMITED WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

If this heating or air conditioning unit has not been properly registered, all references in this document to “the warranty,” “this warranty,” or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC (“Daikin”), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

### Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.DAIKINCOMFORT.COM AND CLICK “PRODUCT REGISTRATION.” If you are a California or Quebec resident, please refer to the “California And Quebec Residents” section below.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES BY DAIKIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS UNIT, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT.** Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above limitation exclusion and/or may not apply to you.

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin’s control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.

**www.daikincomfort.com**

For further information about this warranty, contact Daikin at (855) 770-5678 or by mail to 7401 Security Way, Houston, Texas 77040.



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## LIMITED WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date noted on the unit.

### How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit is not registered, the warranty lasts for a period up to 5 YEARS (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner or his or her spouse ("registered owner") own and reside in the home in which the unit was originally installed, for a period up to 12 YEARS after the installation date. To register, go to [www.daikincomfort.com](http://www.daikincomfort.com) and click "PRODUCT Registration." Some states and provinces do not allow limitation of warranty coverage to registered owner, so the above limitation may not apply to you. If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty and the furnishing of the replacement part is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

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## LIMITED WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

### California And Quebec Residents

California and Quebec residents do not need to register the product in order to get all of the rights and remedies of registered owners under this warranty, but Registered Additional Term Warranty coverage is only available to the original owner of this unit and his or her spouse. The arbitration provisions of this warranty shall not apply to residents of Quebec.

### Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as “we” or “us” for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** “Dispute” will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available

in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law:* 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.
7. *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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.



## LIMITED WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:* 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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

OUTDOOR UNIT MODEL # & SERIAL #

OUTDOOR UNIT INSTALLATION DATE

INDOOR UNIT MODEL # & SERIAL #

INDOOR UNIT INSTALLATION DATE

Part No. PWDDMSTWZB

11/2015

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## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

If this heating or air conditioning unit has not been properly registered, all references in this document to “the warranty,” “this warranty,” or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC (“Daikin”), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

### Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.DAIKINCOMFORT.COM AND CLICK “PRODUCT REGISTRATION.”

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than multi-family residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, IN-**

**CLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin’s control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the “installation date.” The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.



## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models:** \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU

### How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit is not registered, the warranty lasts for a period up to 5 YEARS (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner ("registered owner") owns the residence in which the unit was originally installed, for a period up to 12 YEARS after the installation date.. To register, go to [www.daikincomfort.com](http://www.daikincomfort.com) and click "PRODUCT Registration."

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

### Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

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## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

**5. SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**

**6. Governing Law:** 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.

**7. 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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

**8. 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 or, for Canadian residents, in the province in which you reside.

**9. Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of

the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

**10. Survival and Enforceability of this Arbitration Clause:**

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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

MODEL # & SERIAL #

INSTALLATION DATE

Part No. PWDDMSTWZB

11/2015

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## COMMERCIAL WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.

- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 5 YEARS.

This warranty does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

**THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.**





## COMMERCIAL WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

### Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.

3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. **Governing Law:** 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.
7. **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

Part No. PWDDMSTWZB

11/2015



## COMMERCIAL WARRANTY

**Models: \*MXL\*\*QMVJU, RK\*\*NMVJU, RX\*\*NMVJU, RXL\*\*QMVJU, RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTK\*\*NMVJU, FTX\*\*NMVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXG\*\*HVJU, FTXG\*\*HVJU, RMXS48LVJU, \*MXS\*\*NMVJU, CTXS\*\*\*VJU, FDXS\*\*LVJU, FFQ\*\*LVJU, CDXS\*\*LVJU, FVXS\*\*NVJU**

the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* 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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
MODEL # & SERIAL #

\_\_\_\_\_  
INSTALLATION DATE



## LIMITED WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

If this heating or air conditioning unit has not been properly registered, all references in this document to “the warranty,” “this warranty,” or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC (“Daikin”), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

### Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.DAIKINCOMFORT.COM AND CLICK “PRODUCT REGISTRATION.” If you are a California or Quebec resident, please refer to the “California And Quebec Residents” section below.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES BY DAIKIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS UNIT, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT.** Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin’s control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

**www.daikincomfort.com**

For further information about this warranty, contact Daikin at (855) 770-5678 or by mail to 7401 Security Way, Houston, Texas 77040.



Part No. PWDDSSTB

11/2015

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## LIMITED WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date noted on the unit.

### How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit is not registered, the warranty lasts for a period up to 5 YEARS (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner or his or her spouse ("registered owner") own and reside in the home in which the unit was originally installed, for a period up to 10 YEARS after the installation date. To register, go to [www.daikincomfort.com](http://www.daikincomfort.com) and click "PRODUCT Registration." Some states and provinces do not allow limitation of warranty coverage to registered owner, so the above limitation may not apply to you. If you are a California or Quebec resident, please refer to the "California And Quebec Residents" section below.

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility

under this warranty and the furnishing of the replacement part is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

### California And Quebec Residents

California and Quebec residents do not need to register the product in order to get all of the rights and remedies of registered owners under this warranty, but Registered Additional



## LIMITED WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

Term Warranty coverage is only available to the original owner of this unit and his or her spouse. The arbitration provisions of this warranty shall not apply to residents of Quebec.

### Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as “we” or “us” for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** “Dispute” will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. **Governing Law:** 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.
7. **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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
8. **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 or, for Canadian residents, in the province in which you reside.
9. **Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of



## LIMITED WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:*  
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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
OUTDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
OUTDOOR UNIT INSTALLATION DATE

\_\_\_\_\_  
INDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
INDOOR UNIT INSTALLATION DATE



## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

If this heating or air conditioning unit has not been properly registered, all references in this document to “the warranty,” “this warranty,” or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth herein are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC (“Daikin”), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

### Is Registration Required?

Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.DAIKINCOMFORT.COM AND CLICK “PRODUCT REGISTRATION.”

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

#### Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin’s control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the “installation date.” The installation date is one of two dates:

1. The installation date is the date that the unit is originally installed.
2. If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty described in the following paragraph. If the unit



## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

is not registered, the warranty lasts for a period up to 5 YEARS (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner ("registered owner") owns the residence in which the unit was originally installed, for a period up to 10 YEARS after the installation date. To register, go to [www.daikincomfort.com](http://www.daikincomfort.com) and click "PRODUCT REGISTRATION."

Neither of these warranties continues after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

### Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.





## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. **Governing Law:** 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.
7. **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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.admic.org](http://www.admic.org)). 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.
8. **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 or, for Canadian residents, in the province in which you reside.
9. **Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of

the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. **Survival and Enforceability of this Arbitration Clause:** 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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

MODEL # & SERIAL #

INSTALLATION DATE

Part No. PWDDSSTB

11/2015

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## COMMERCIAL WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.

- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

1. The installation date is the date that the unit is originally installed.
2. If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 5 YEARS.

This warranty does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.





## COMMERCIAL WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

### Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.

6. **Governing Law:** 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.

7. **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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)).



## COMMERCIAL WARRANTY

**Models: RXN\*\*NMVJU, RKN\*\*NMVJU, FTXN\*\*NMVJU, FTKN\*\*NMVJU**

[jamsadr.com](http://jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* 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.

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OWNER NAME

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ADDRESS OF INSTALLATION

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CITY / STATE-PROVINCE / ZIP-POSTAL CODE

---

INSTALLER NAME

---

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

---

PHONE # / FAX #

---

DISTRIBUTOR NAME

---

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

---

PHONE # / FAX #

---

MODEL # & SERIAL #

---

INSTALLATION DATE



## LIMITED WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or multi-family residences not occupied by the owner.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES BY DAIKIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS UNIT, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT.** Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

**www.daikincomfort.com**

For further information about this warranty, contact Daikin at (855) 770-5678 or by mail to 19001 Kermier Road, Waller, Texas 77484.



Part No. PWDINVTNB  
01/2017

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## LIMITED WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date noted on the unit.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty and the furnishing of the replacement part is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CON-**

**TRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

### Quebec Residents

The arbitration provisions of this warranty shall not apply to residents of Quebec.

### Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.



## LIMITED WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

- 3. CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- 4. Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
- 5. SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
- 6. Governing Law:** 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.
- 7. 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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
- 8. 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 or, for Canadian residents, in the province in which you reside.
- 9. Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
- 10. Survival and Enforceability of this Arbitration Clause:** This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit.



## LIMITED WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
OUTDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
OUTDOOR UNIT INSTALLATION DATE

\_\_\_\_\_  
INDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
INDOOR UNIT INSTALLATION DATE

Part No. PWDINVTNB  
01/2017





## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in multi-family residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than multi-family residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and

operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.

- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.





## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

### Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.

3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law:* 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.
7. *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



## NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

ed 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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* 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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
MODEL # & SERIAL #

\_\_\_\_\_  
INSTALLATION DATE



## COMMERCIAL WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

### Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.

### What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

### Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the

manufacturer.

- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally installed.
- (2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:



## COMMERCIAL WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

### Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as “we” or “us” for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** “Dispute” will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of a 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.

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.

6. **Governing Law:** 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.

7. **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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)).



## COMMERCIAL WARRANTY

**Models: RZR\*\*PVJU\*, RZQ\*\*PVJU\*, FTX30NVJU, FTX36NVJU, RKS30LVJU, RKS36LVJU, RXS30LVJU, RXS36LVJU, FAQ\*\*PVJU, FTXS30LVJU, FTXS36LVJU, FBQ\*\*PVJU, FCQ\*\*PAVJU, FHQ\*\*PVJU, FHQ\*\*MVJU, FTQ\*\*PBVJU, RK30NMVJU, RK36NMVJU, RX30NMVJU, RX36NMVJU**

jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.admic.org](http://www.admic.org)). 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.

8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* 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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
MODEL # & SERIAL #

\_\_\_\_\_  
INSTALLATION DATE





# COMMERCIAL WARRANTY

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELO\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

## Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

## To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

## What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in an incomplete building envelope or to heat or cool the structure during construction.
- Units that are installed in residential buildings.

## Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application, including, without limitation, improper sizing or matching and inadequate ventilation.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.

- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

## When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate.
- (2) If the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS if the following conditions have been satisfied:

- Vacuum drying at commissioning per Daikin's instructions.
- All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- Pressure checking the pipe-work per Daikin's instructions to ensure no leaks.
- Correct refrigerant charge was weighed in at time of commissioning.

[www.daikincomfort.com](http://www.daikincomfort.com)

For further information about this warranty, contact Daikin by mail to 19001 Kermier Road, Waller, Texas 77484.



Part No. PWDVRVSEOD  
9/2017

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# COMMERCIAL WARRANTY

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

- Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
- Installation of equipment and pipe-work was completed as per Daikin's instructions.
- Equipment was operating within Daikin's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.

Daikin shall not be responsible for and offers no warranty on any part that is damaged or fails due to failure by owner to satisfy the foregoing conditions.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

#### What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

#### What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.
- Temporary heating or cooling units.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

#### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the unit.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

#### Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties.** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.

Part No. PWDVRVSEOD  
9/2017

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# COMMERCIAL WARRANTY

Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELO\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** 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.
7. **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, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
8. **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 or, for Canadian residents, in the province in which you reside.
9. **Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

Part No. PWDVRVSEOD  
9/2017

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# COMMERCIAL WARRANTY

Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T

10. *Survival and Enforceability of this Arbitration Clause:*

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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

OUTDOOR UNIT MODEL # & SERIAL #

OUTDOOR UNIT INSTALLATION DATE

INDOOR UNIT MODEL # & SERIAL #

INDOOR UNIT INSTALLATION DATE

Part No. PWDVRVSEOD  
9/2017

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# **NON-OWNER OCCUPIED RESIDENCE WARRANTY**

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

## Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

## To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

## What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in an incomplete building envelope or to heat or cool the structure during construction.
- Units that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

## Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application, including, without limitation, improper sizing or matching and inadequate ventilation.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

## When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate.
- (2) If the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS if the following conditions have been satisfied:

- Vacuum drying at commissioning per Daikin's instructions.
- All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- Pressure checking the pipework per Daikin's guidelines to ensure no leaks.
- Correct refrigerant charge was weighed in at time of commissioning.

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# **DAIKIN** NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

- Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
- Installation of equipment and pipe-work was completed as per Daikin's instructions.
- Equipment was operating within Daikin's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.

Daikin shall not be responsible for and offers no warranty on any part that is damaged or fails due to failure by owner to satisfy the foregoing conditions.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

## What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

## What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.
- Temporary heating or cooling units.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR**

**CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

## How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the unit.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

## Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

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# **DAIKIN** NON-OWNER OCCUPIED RESIDENCE WARRANTY

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

5. ***SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.***

6. *Governing Law:* 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.

7. *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, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian

residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

8. *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 or, for Canadian residents, in the province in which you reside.

9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

# **NON-OWNER OCCUPIED RESIDENCE WARRANTY**

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

**10. *Survival and Enforceability of this Arbitration Clause:***

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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
OUTDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
OUTDOOR UNIT INSTALLATION DATE

\_\_\_\_\_  
INDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
INDOOR UNIT INSTALLATION DATE

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# LIMITED WARRANTY

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELO\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

## Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

## To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

## What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in an incomplete building envelope or to heat or cool the structure during construction.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

## Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS UNIT, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT.**

Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

## What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application, including, without limitation, improper sizing or matching and **inadequate** ventilation.

- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

## When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date noted on the unit.

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# LIMITED WARRANTY

**Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T**

## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS if the following conditions have been satisfied:

- Vacuum drying at commissioning per Daikin's instructions.
- All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- Pressure checking the pipework per Daikin's instructions to ensure no leaks.
- Correct refrigerant charge was weighed in at time of commissioning.
- Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
- Installation of equipment and pipe-work was completed as per Daikin's instructions.
- Equipment was operating within Daikin's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.

Daikin shall not be responsible for and offers no warranty on any part that is damaged or fails due to failure by owner to satisfy the foregoing conditions.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

## What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty and the furnishing of the replacement part is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

## What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.

- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.
- Temporary heating or cooling units.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

## How Can The Owner Receive Warranty Service?

**If there is** a problem with the unit, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the unit.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

## Quebec Residents

The arbitration provisions of this warranty shall not apply to residents of Quebec.

## Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.

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# LIMITED WARRANTY

Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELO\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T

2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** 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.
7. **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, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
8. **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 or, for Canadian residents, in the province in which you reside.

Part No. PWDVRVSEOD  
9/2017

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# LIMITED WARRANTY

Models: RXSQ\_T, RXYQ\_T, RXYQ\_PB, RXTQ\_T, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RELQ\_T, RXYMQ\_P, RWEQ\_T, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, CXTQ\*\*, VAM\_G, BSV\_P, BS\_T

9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:* 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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

OUTDOOR UNIT MODEL # & SERIAL #

OUTDOOR UNIT INSTALLATION DATE

INDOOR UNIT MODEL # & SERIAL #

INDOOR UNIT INSTALLATION DATE

Part No. PWDVVRVSEOD  
9/2017

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# COMMERCIAL WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

## Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

## Who Does This Warranty Cover?

This warranty covers the owner of the non-residential building in which the unit is installed ("owner").

## To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in multi-family residences not occupied by the owner.

## What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in an incomplete building envelope or to heat or cool the structure during construction.
- Units that are installed in residential buildings.

## What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

## Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application, including, without limitation, use of refrigerant piping adapters or fittings other than a Daikin supplied REFNET® or other fittings approved by Daikin.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

## When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate.

[www.daikincomfort.com](http://www.daikincomfort.com)

For further information about this warranty, contact Daikin at (855) 770-5678 or by mail to 7401 Security Way, Houston, Texas 77040.



Part No. PWDVRSSEO  
10/2014

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# COMMERCIAL WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

- (2) If the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS if the following conditions have been satisfied:

- Vacuum drying at commissioning per Daikin's instructions.
- All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- Pressure checking the pipe-work per Daikin's instructions to ensure no leaks.
- Correct refrigerant charge was weighed in at time of commissioning.
- Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
- Installation of equipment and pipe-work was completed as per Daikin's instructions (service space, piping limits, use of a Daikin supplied REFNET® (i.e., refrigerant piping adapters and fittings), location and approved fittings).
- Equipment was operating within Daikin's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.

Daikin shall not be responsible for and offers no warranty on any part that is damaged or fails due to failure by owner to satisfy the foregoing conditions.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

## What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

## What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.
- Temporary heating or cooling units.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

## How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the unit.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

## Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.





# COMMERCIAL WARRANTY

Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC

2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** 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.
7. **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, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

Part No. PWDVRVSEO  
10/2014

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# COMMERCIAL WARRANTY

Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC

8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:* 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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

OUTDOOR UNIT MODEL # & SERIAL #

OUTDOOR UNIT INSTALLATION DATE

INDOOR UNIT MODEL # & SERIAL #

INDOOR UNIT INSTALLATION DATE

Part No. PWDVVRVSEO  
10/2014

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# **DAIKIN** MULTI-FAMILY RESIDENCE WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

## Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

## Who Does This Warranty Cover?

This warranty covers the owner of the residence in which the unit is installed ("owner").

## To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in multi-family residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

## What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in an incomplete building envelope or to heat or cool the structure during construction.
- Units that are installed in buildings other than multi-family residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

## What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

## Other Warranties

**THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application, including, without limitation, use of refrigerant piping adapters or fittings other than a Daikin supplied REFNET® or other fittings approved by Daikin.

- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

## When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate.
- (2) If the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS if the following conditions have been satisfied:

- Vacuum drying at commissioning per Daikin's instructions.
- All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.

Part No. PWDVRVSEO  
10/2014

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# **DAIKIN** MULTI-FAMILY RESIDENCE WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

- Pressure checking the pipework per Daikin's guidelines to ensure no leaks.
- Correct refrigerant charge was weighed in at time of commissioning.
- Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
- Installation of equipment and pipe-work was completed as per Daikin's instructions (service space, piping limits, use of a Daikin supplied REFNET® (i.e., refrigerant piping adapters and fittings), location and approved fittings).
- Equipment was operating within Daikin's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.

Daikin shall not be responsible for and offers no warranty on any part that is damaged or fails due to failure by owner to satisfy the foregoing conditions.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

## What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

## What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.
- Temporary heating or cooling units.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.**

## How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the unit.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

## Where Can Any Legal Remedies Be Pursued?

**ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.

Part No. PWDVRVSEO  
10/2014

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# **DAIKIN** MULTI-FAMILY RESIDENCE WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** 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.
7. **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, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.
8. **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 or, for Canadian residents, in the province in which you reside.
9. **Costs of the Arbitration:** Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

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10/2014

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# **DAIKIN** MULTI-FAMILY RESIDENCE WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

**10. *Survival and Enforceability of this Arbitration Clause:***

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.

\_\_\_\_\_  
OWNER NAME

\_\_\_\_\_  
ADDRESS OF INSTALLATION

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
INSTALLER NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
DISTRIBUTOR NAME

\_\_\_\_\_  
CITY / STATE-PROVINCE / ZIP-POSTAL CODE

\_\_\_\_\_  
PHONE # / FAX #

\_\_\_\_\_  
OUTDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
OUTDOOR UNIT INSTALLATION DATE

\_\_\_\_\_  
INDOOR UNIT MODEL # & SERIAL #

\_\_\_\_\_  
INDOOR UNIT INSTALLATION DATE

Part No. PWDVRSSEO  
10/2014

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# LIMITED WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

## Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

## Who Does This Warranty Cover?

This warranty covers the owner of the residence in which the unit is installed, and his or her spouse ("owner").

## To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in multi-family residences not occupied by the owner and in commercial properties.

## What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in an incomplete building envelope or to heat or cool the structure during construction.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or multi-family residences not occupied by the owner.

## What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

## Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS UNIT, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT.**

Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

## What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application, including, without limitation, use of refrigerant piping adapters or fittings other than a Daikin supplied REFNET® or other fittings approved by Daikin.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

## When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally commissioned, but no later than 18 months after the manufacture date noted on the unit's rating plate.

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# LIMITED WARRANTY

**Models: RXYQ\_T, RXYQ\_PB, REMQ\_P, REYQ\_PC, REYQ\_T, REYQ\_PB, RXYMQ\_P, RWEYQ\_P, RWEYQ\_PC, FX\_Q\*\*, VAM\_G, BSV\_P, BS\_T, BRC**

- (3) If the date the owner purchases the residence from the builder or the date the unit is originally commissioned cannot be verified, the installation date is three months after the manufacture date noted on the unit.

## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 10 YEARS if the following conditions have been satisfied:

- Vacuum drying at commissioning per Daikin's instructions.
- All brazing of pipe-work was performed with nitrogen flow in pipe to eliminate oxidation.
- Pressure checking the pipework per Daikin's instructions to ensure no leaks.
- Correct refrigerant charge was weighed in at time of commissioning.
- Correct refrigerant charge was present at time of breakdown (i.e., no leaks due to installation or operator errors or failure to follow instructions).
- Installation of equipment and pipe-work was completed as per Daikin's instructions.
- Equipment was operating within Daikin's operating temperature limits and specifications unless the failure to so operate is solely attributable to a defect in the unit.

Daikin shall not be responsible for and offers no warranty on any part that is damaged or fails due to failure by owner to satisfy the foregoing conditions.

This warranty period does not continue after the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement part only for the period remaining in the applicable warranty that commenced on the installation date.

## What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement 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. Furnishing of the replacement part is Daikin's only responsibility under this warranty and the furnishing of the replacement part is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

## What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.
- Temporary heating or cooling units.

**WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS UNIT) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

## How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. If there is a problem with the unit, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the unit.

To receive a replacement part, a licensed contractor must bring the defective part to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, contact Daikin Consumer Affairs at 855-770-5678 or write to Daikin Consumer Affairs, 7401 Security Way, Houston, Texas 77040.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

## Quebec Residents

The arbitration provisions of this warranty shall not apply to residents of Quebec.

## Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

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# LIMITED WARRANTY

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1. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes 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.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law:* 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.
7. *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, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://www.jamsadr.com)), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, [www.amic.org](http://www.amic.org)). 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.

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# LIMITED WARRANTY

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8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:* 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.

OWNER NAME

ADDRESS OF INSTALLATION

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

INSTALLER NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

DISTRIBUTOR NAME

CITY / STATE-PROVINCE / ZIP-POSTAL CODE

PHONE # / FAX #

OUTDOOR UNIT MODEL # & SERIAL #

OUTDOOR UNIT INSTALLATION DATE

INDOOR UNIT MODEL # & SERIAL #

INDOOR UNIT INSTALLATION DATE

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# Commercial Unitary Standard Warranty

## For Commercial Unitary Equipment Rated Under 20 Tons and Related Accessories

**Products Covered** - This warranty is extended by Trane, and applies to the following products:

- All packaged and split system air conditioners and heat pumps have a rated capacity of less than 20 tons.
- All packaged combinations gas/electric air conditioners having a rated capacity of less than 20 tons.
- All packaged combination gas/electric air conditioners having a rated capacity of 1 ½ through 5 tons single phase electric power and used for commercial applications. (As used in this warranty, a commercial application is any application where the end purchaser uses the product for other than personal, family or household purposes.)
- All accessories for the above products which are sold by Trane and applied in accordance with Trane specifications.

### Basic Warranty

The warrantor warrants for a period of twelve (12) months from the initial start-up or eighteen (18) months from date of shipment, whichever is sooner, that the products covered by this warranty (1) are free from defects in material and manufacture, and (2) have the capacities and ratings set forth in the warrantor's catalogs and bulletins.

### Extended Four-Year Warranty On Compressors

The warrantor warrants for a period of four (4) years commencing twelve (12) months from date of installations or eighteen (18) months from date of shipment, whichever is sooner, that the compressor in any product covered by this warranty (1) is free from defects in material and manufacture, and (2) has the capacities and ratings set forth in the warrantor's catalogs and bulletins.

### Exclusions And Limitations

The warrantor's obligations and liabilities under this warranty are limited to furnishing F.O.B. factory or warehouse at the warrantor-designated shipping point, freight allowed to Buyer's city (or port of export for shipments outside the conterminous United States) a replacement product or, at the option of the warrantor, parts for the repair of the product not conforming to this warranty and which have been returned to the warrantor.

The warrantor's warranty is conditional on the Customer providing written notice to the warrantor within thirty (30) days of the discovery of the defect. No product shall be returned to the warrantor without the warrantor's written permission. No liability whatever shall attach to warrantor until said products have been fully paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

The warranty does not apply to any compressor or gas-fired heat exchanger which has been repaired or altered in such manner as, in the judgment of the warrantor, affects its stability or reliability. This warranty does not cover (1) any heat exchanger which has been fired with an improper type of fuel (2) a heat exchanger which is installed in a beauty parlor, try cleaning establishment, de-greasing plant or in any corrosive atmosphere; or (3) any heat exchanger which is not shown to be defective by the warrantor's inspection.

This warranty does not cover damage due to accident, abuse, improper use, external causes, freezing, corrosion, erosion or deterioration.

Local transportation, related service labor, air filters, diagnosis calls, refrigerant and related items are not covered.

THE WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR TRADE. IN NO EVENT SHALL THE WARRANTOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The warrantor makes certain further warranty protection available on an optional, extra-cost basis. Any further warranty must be in writing. If you wish further help or information concerning this warranty, contact:

Trane — Warrantor, 2701 Wilma Rudolph Blvd., Clarksville, TN 37040

## **Commercial Equipment Rated 20 Tons and Larger and Related Accessories (Parts Only)**

**Products Covered** - This warranty is extended by Trane, and applies only to commercial equipment rated 20 tons and larger and related accessories purchased and retained for use within the U.S.A. and Canada.

Warrantor warrants for a period of (12) months from initial start-up or 18 months from date of shipment, whichever is less, that the products covered by this warranty (1) are free from defects in material and manufacture, and (2) have the capacities and ratings set forth in catalogs and bulletins provided, that no warranty is made against corrosion, erosion or deterioration.

Warrantor's obligations and liabilities under this warranty are limited to furnishing, F.O.B. factory replacement parts (or equipment at the option of Warrantor) for all Warrantor's products not conforming to this warranty. Warrantor shall not be obligated to pay for the cost of lost refrigerant. No liability whatever shall attach to Warrantor until said products have been paid for and then said liability shall be limited to the purchase price of the equipment shown to be defective.

The Warranty and Liability set forth herein are in lieu of all other warranties and liabilities, whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchantability and fitness for particular use, and in no event shall warrantor be liable for any incidental or consequential damages.

Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Trane — Warrantor, 2701 Wilma Rudolph Blvd., Clarksville, TN 37040



## Standard 12/18 Equipment Warranty

### Trane Company Standard Equipment Warranty Terms and Conditions Commercial Equipment Warranty and Liability

Trane warrants for a period of 12 months from initial start-up or 18 months from date of shipment, whichever is less, that products manufactured by Trane covered by Buyer's order (1) are free from defects in material and manufacture and (2) have the capacities and ratings set forth in Trane's catalogs and bulletins (the "Warranty.") Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, or deterioration; Buyer's failure to follow the Trane-provided maintenance plan; modifications made by others to Trane's equipment. Trane shall not be obligated to pay for the cost of lost refrigerant. Trane's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, f.o.b. factory or warehouse at Trane-designated shipping point, freight-allowed to Trane's warranty agent's stock location, for all non-conforming Trane-manufactured products which have been returned by Buyer to Trane. Returns must have prior written approval by Trane and are subject to restocking charge where applicable. **TRANE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

No liability whatever shall attach to Trane until products have been paid for and Trane's liability under this Warranty shall be limited to the purchase price of the equipment shown to be defective. Further warranty protection is available on an extra-cost basis. Any further warranty must be in writing and agreed to by an authorized signatory of Trane.

**THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

# **TRIPLE-FLEX BOILER WARRANTY**

## **BRYAN STEAM LLC**

**(“Seller”)**

### **LIFETIME THERMAL SHOCK WARRANTY**

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that the boiler pressure vessel is covered against failure due to “Thermal Shock” for the lifetime of the boiler as described below:

This warranty is only valid if the boiler is installed and operated in accordance with our Installation and Operation Manual.

This warranty shall cover leaks in pressure vessel (boiler tubes, upper and lower drums) when upon inspection by us, such damage is attributed to unequal expansion, often described as “thermal shock.”

This warranty does not cover damages or failures that can be attributed to corrosion, scale, dirt or sludge accumulation in the boiler, low water conditions, failure of any safety devices or any other improper service, operation or neglect.

### **FLUE GAS CORROSION WARRANTY**

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that the pressure vessel and flue collector are covered against failure due to fireside flue gas corrosion per the schedule as follows:

- A. Upper and Lower Pressure Vessel Headers  
10 years from date of shipment.
- B. Flexible Boiler Tubes  
5 years from date of shipment.
- C. Flue Collector Sides, Top and Bottom  
5 years from date of shipment.

### **BURNER HEAD WARRANTY**

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that the burner head will be free from defects in materials and workmanship for a period of 24 months after the date of shipment.

### **LIMITED WARRANTY**

Subject to the terms and conditions herein, Seller warrants to the original owner at the original installation site that products manufactured by Seller (“Products”) comply, at the time of manufacture, with recognized hydronics industry regulatory agency standards and requirements then in effect and will be free from defects in materials and workmanship for a period of 12 months after the date of start-up or 18 months after the date of shipment, whichever shall be less (the “Warranty Period”).

### **REMEDY**

- A. The sole remedy for breach of this warranty is expressly limited to the repair or replacement of any part found to be defective under conditions of normal use within the Warranty Period. Installation is not included.
- B. Warranty - The owner must notify the original installer of the Product and Seller, in writing, within the Warranty Period, providing a detailed description of all claimed defects. Transportation to a factory or other designated facility for repairs of any products or items alleged defective shall, in all events, be the responsibility and at the cost of the owner.

### **EXCLUSIONS**

Seller shall have no liability for:

- A. Incidental, special, or consequential damages, such as loss of the use of products, facilities, or production, inconvenience, loss of time or labor expense involved in repairing or replacing the alleged defective Product.
- B. The performance of any Product under conditions varying materially from those under which such Product is usually tested under industry standards as of the time of shipment.
- C. Any damages to the Product due to abrasion, erosion, corrosion, deterioration, abnormal temperature, or the influence of foreign matter or energy.
- D. The design or operation of owner’s plant or equipment or of any facility or system of which any Product may be made a part.
- E. The suitability of any product for any particular application.
- F. Any failure resulting from misuse, modification not authorized by Seller in writing, improper installation, or lack of proper maintenance.
- G. Equipment furnished by the owner, either mounted or unmounted, or when contracted for by the owner to be installed or handled.

Seller’s liability under this warranty shall not in any case exceed the amount paid for the Product found to be defective.

### **THIRD-PARTY WARRANTIES**

For goods or components not manufactured by Seller, the warranty obligations of Seller shall, in all respects, conform and be limited to the warranty actually extended to Seller by its vendors.

### **SEVERABILITY**

To the extent that any provision of this warranty would be void or prohibited under applicable law, such provisions shall be limited in effect to the minimum extent necessary to render the remaining provisions hereof enforceable.

### **NO OTHER WARRANTIES**

Seller makes no implied warranty of merchantability or fitness for a particular purpose, or other warranties with respect to any products or services except as expressly set forth in this limited warranty.



# *Extended Warranties*

*Trane Building Services*



# *Got a sizable investment in your HVAC system? No worries.*

## **With a Trane extended warranty, you can rest easy for years to come.**

Of all the equipment, fixtures and apparatus in your new building, your Trane HVAC system represents your greatest single investment.

Trane's equipment is among the most reliable in the industry and comes with a standard one-year parts warranty. But for safeguarding your investment far into the future, opt for a Trane Extended Warranty.

At a fraction of the cost of your new Trane equipment, the Trane Extended Warranty provides extra protection on parts and labor, should the equipment ever fail. We'll work with

you to make sure your equipment is repaired reliably and efficiently by certified Trane technicians, helping to keep downtime to an absolute minimum.

## **Extended warranty terms**

The following warranties are available in increments of one year, with the maximum term not to exceed five years from start-up or five years, six months from unit shipment, whichever comes first.

- Whole Unit Parts Warranty
- Compressor Parts Warranty
- Labor Warranty
- Refrigerant Warranty

The Compressor Parts Warranty is available for a second through fifth year term only.

## **We cover your investment every which way.**

### **Delayed start-up warranty**

If your start-up falls behind schedule, this option allows you to postpone the starting date of the standard parts warranty and any purchased extended warranties. (Must be ordered before the initial start-up of your equipment.)



### Whole unit parts warranty

This warranty begins when your standard warranty expires and provides replacement parts in the event of failure due to defects in material or manufacture.

### Gas heat exchanger parts warranty

Effective when your standard warranty expires, this option provides for a replacement gas heat exchanger if yours fails due to defects in material or manufacture.

### Compressor parts warranty

If your compressor fails due to defects in material or manufacture, Trane will provide replacement parts or a new compressor. Warranty begins at the expiration of your compressor's standard warranty.

### Labor warranty

This option covers the cost of Trane-affiliated commercial service labor to replace parts and/or refrigerant in the event of failure due to defects in material or manufacture. Must be purchased before start-up.

### Refrigerant warranty

This warranty provides replacement refrigerant to restore a unit to the design refrigerant charge. Covers defects in material or manufacture.

To learn more about the Trane Extended Warranty program, contact your local Trane Commercial Sales Office.

## Conditions and exclusions

Extended warranties are available for purchase before the ship date of the applicable equipment. Warranty exclusions are as follows:

- Equipment repaired or altered in a manner which causes or materially contributes to the claimed defect (in the judgment of Trane)
- Corrosion, erosion or deterioration
- Damage due to accident, abuse, external causes (including controls), or freezing
- Crane charges, nuisance calls, freight, and additional labor resulting from problem access areas
- Any damage caused by failure to perform Trane-recommended maintenance

The extended warranties are conditioned upon the equipment operating under normal use and service. Trane equipment should be installed following the space guidelines published in product literature.

Replacement parts are to be obtained through a Trane parts center. Only a Trane warranty agent may perform warranted repairs under the labor warranty.

Warranty will be honored only after the product(s) and warranties have been paid for or Trane has approved alternative credit arrangements. In no event shall Trane be liable for any special, consequential or incidental damages no matter under what legal theory advanced. Trane makes no other warranty express or implied.

In the event of a discrepancy with Trane literature, Trane extended warranty certificate terms and conditions shall prevail.



Ingersoll Rand (NYSE:IR) is a world leader in creating and sustaining safe, comfortable and efficient environments in commercial, residential and industrial markets. Our people and our family of brands—including Club Car®, Hussmann®, Ingersoll Rand®, Schlage®, Thermo King® and Trane®—work together to enhance the quality and comfort of air in homes and buildings, transport and protect food and perishables, secure homes and commercial properties, and increase industrial productivity and efficiency. We are a \$13 billion global business committed to sustainable business practices within our company and for our customers.





# Weil-McLain Limited Warranty

## Weil-McLain® Cast Iron Boilers

### Warranty for Commercial Applications — Limited 10 Year

Please register your purchase of Weil-McLain Products at Weil-McLain's website:

[www.weil-mclain.com](http://www.weil-mclain.com)

**Cast Iron Sections** ---- Weil-McLain warrants the cast iron sections of the boiler referenced above (the "Boiler") to be free from defects in material and workmanship for 10 years from the date of installation of the Boiler in a commercial steam or water application (the "Cast Iron Sections Warranty Period"). If one or more cast iron sections are found to be defective in material or workmanship during the Cast Iron Sections Warranty Period, Weil-McLain will provide replacement cast iron section(s) for the defective cast iron section(s). Weil-McLain warrants any replacement cast iron section(s) provided under this limited warranty to be free from defects in material and workmanship for the remainder of the Cast Iron Sections Warranty Period.

**All Other Boiler Parts** ---- Weil-McLain warrants all parts of the Boiler other than the cast iron sections ("Parts") to be free from defects in material and workmanship for one (1) year from the date of installation of the Boiler in a commercial steam or water application (the "Parts Warranty Period"). If any Part(s) are found to be defective in materials or workmanship during the Parts Warranty Period, Weil-McLain will provide replacement Part(s) for such defective Part(s).

Information on the proper installation, operation, and maintenance of Weil-McLain products ("Products") is found in the installation, start-up, operations, owner/user's manuals, service/maintenance instructions, and other printed/technical information provided with the Product or direct from Weil-McLain or [www.weil-mclain.com](http://www.weil-mclain.com).

#### THE WARRANTY SET FORTH ABOVE DOES NOT COVER THE FOLLOWING:

1. Products that were not installed in accordance with manufacturer's instructions by a qualified heating or plumbing contractor whose principal occupation is the sale and installation of plumbing, heating, and/or air conditioning equipment; or unsatisfactory performance caused by improper installation.
2. Products that are no longer owned by the first retail purchaser or that have been moved from their original installation site.
3. Products operated with combustion air contaminated externally by chemical vapors or with improper fuel additives, or with water conditions that may have caused unusual deposits in the cast iron sections.
4. Components that are part of the heating system into which the Boiler is incorporated that are not Weil-McLain Products.
5. The workmanship of the installer of the Boiler.
6. Normal wear and tear.
7. Any costs for labor to remove the Product(s) that are the subject of the warranty claim and to install replacement Product(s); transportation to return the Product(s) that are the subject of the warranty claim (if return is required); and any other materials necessary to perform the replacement.

8. Any Products that fail or malfunction as a result of improper or negligent operation, adjustment (including Boiler/burner), control settings, repair, care, or maintenance; freezing, accident, fire, flood, or acts of God; abuse or misuse; unauthorized alteration; power failures; or inaccurate or incomplete information or data supplied or approved by any party other than Weil-McLain.

9. Any Products not properly sized for the application.

**THE WARRANTY DESCRIBED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. WEIL-McLAIN EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, MULTIPLE, OR PUNITIVE DAMAGES FOR BREACH OF ANY EXPRESS WARRANTY.**

To commence a warranty claim, please notify the Contractor. The Contractor will in turn notify the authorized Weil-McLain Distributor from whom the Boiler was purchased. If this action does not result in warranty resolution, please contact **Weil-McLain Consumer Relations Department, 500 Blaine Street, Michigan City, Indiana 46360**, with details in support of the warranty claim. Weil-McLain may require return of the Product(s) that are the subject of the warranty claim through the same trade channel, in accordance with the Weil-McLain procedure then in effect for handling returned Products, for inspection to determine cause of failure.

If you have any questions about the coverage of this Limited Warranty, please contact Weil-McLain at the address provided above.

# Weil-McLain Limited Warranty

## Weil-McLain® Ultra Gas Sectional Aluminum Boilers

Warranty for Ultra Gas Models 550 & 750 — Limited 10 Year

Please register your purchase of Weil-McLain Products at Weil-McLain's website:

[www.weil-mclain.com](http://www.weil-mclain.com)

**Heat Exchanger** ---- Weil-McLain warrants the heat exchanger of the boiler referenced above (the "Boiler") against defects in material and workmanship and failure due to thermal shock for 10 years from the date of installation of the Boiler (the "Heat Exchanger Warranty Period"). If, during the Heat Exchanger Warranty Period, the heat exchanger is found to be defective in material or workmanship or it fails due to thermal shock, Weil-McLain will provide a replacement heat exchanger for the defective heat exchanger. Weil-McLain warrants any replacement heat exchanger(s) provided under this limited warranty against defects in material and workmanship and failure due to thermal shock for the remainder of the Heat Exchanger Warranty Period.

**All Other Boiler Parts** ---- Weil-McLain warrants all parts of the Boiler other than the heat exchanger ("Parts") to be free from defects in material and workmanship for two (2) years from the date of installation of the Boiler (the "Parts Warranty Period"). If any Part(s) are found to be defective in materials or workmanship during the Parts Warranty Period, Weil-McLain will provide replacement Part(s) for such defective Part(s).

Information on the proper installation, operation, and maintenance of Weil-McLain products ("Products") is found in the installation, start-up, operations, owner/user's manuals, service/maintenance instructions, and other printed/technical information provided with the Product or direct from Weil-McLain or [weil-mclain.com](http://weil-mclain.com).

### **THE WARRANTY SET FORTH ABOVE DOES NOT COVER THE FOLLOWING:**

1. Products that were not installed in accordance with manufacturer's instructions by a qualified heating or plumbing contractor whose principal occupation is the sale and installation of plumbing, heating, and/or air conditioning equipment; or unsatisfactory performance caused by improper installation.
2. Products operated with combustion air contaminated externally by chemical vapors or with improper fuel additives, or with water/system conditions that may have caused heat exchanger failure.
3. Components that are part of the heating system into which the Boiler is incorporated that are not Weil-McLain Products.
4. The workmanship of the installer of the Boiler.

5. Normal wear and tear.
6. Any costs for labor to remove the Product(s) that are the subject of the warranty claim and to install replacement Product(s); transportation to return the Product(s) that are the subject of the warranty claim (if return is required); and any other materials necessary to perform the replacement.
7. Any Products that fail or malfunction as a result of improper or negligent operation, adjustment (including Boiler/burner), control settings, repair, care, or maintenance; freezing, accident, fire, flood, or acts of God; abuse or misuse; unauthorized alteration; power failures; or inaccurate or incomplete information or data supplied or approved by any party other than Weil-McLain.
8. Any Products not properly sized for the application.

**THE WARRANTY DESCRIBED HERE-  
IN IS IN LIEU OF ALL OTHER WAR-  
RANTIES, EXPRESS OR IMPLIED,  
INCLUDING BUT NOT LIMITED TO  
ANY IMPLIED WARRANTIES OF FIT-  
NESS FOR A PARTICULAR PUR-  
POSE AND MERCHANTABILITY.  
WEIL-McLAIN EXPRESSLY DIS-  
CLAIMS AND EXCLUDES ANY  
LIABILITY FOR CONSEQUENTIAL,  
INCIDENTAL, INDIRECT, MULTIPLE,  
OR PUNITIVE DAMAGES FOR  
BREACH OF ANY EXPRESS WAR-  
RANTY.**

To commence a warranty claim, please notify the Contractor. The Contractor will in turn notify the authorized Weil-McLain Distributor from whom the Boiler was purchased. If this action does not result in warranty resolution, please contact **Weil-McLain Consumer Relations Department, 500 Blaine Street, Michigan City, Indiana 46360**, with details in support of the warranty claim. Weil-McLain may require return of the Product(s) that are the subject of the warranty claim through the same trade channel, in accordance with the Weil-McLain procedure then in effect for handling returned Products, for inspection to determine cause of failure. If you have any questions about the coverage of this Limited Warranty, please contact Weil-McLain at the address provided above.

# SAMPLE LINE CARD



## AMERICAN ALDES

[Americanaldes.com](http://Americanaldes.com)

- UL Rated Constant Volume Airflow Regulators
- Energy Recovery Units



## AMERICAN COOLAIR

[Coolair.com](http://Coolair.com)

- Propeller, Axial & Centrifugal Roof/Wall Fans, Ceiling & Inline Ventilators



## ARROW UNITED INDUSTRIES

[Arrowunited.com](http://Arrowunited.com)

- AMCA Certified Louvers
- Low Leakage Volume Control, Balancing & Backdraft Dampers
- Industrial Dampers
- Plenum Walk-In Doors



## BLUEDUCT

[Blueeduct.com](http://Blueeduct.com)

- Ultra-durable Air Ducts & Fittings
- Protect Against Corrosion, Mold & Mildew, Radon, Rust, Water, & Air Leaks
- Underground Duct

## Q DUCT & PAL DUCT

[Aqcind.com](http://Aqcind.com)

- Indoor & Outdoor Preinsulated Duct Systems
- Phenolic Core with Aluminum Inner Liner & Aluminum Exterior



## CAR-MON

[Car-mon.com](http://Car-mon.com)

- Overhead & Underfloor Vehicle Exhaust Systems
- Fume Source Capture
- Dust Collection



## CFT - COMPOSITE FAN TECHNOLOGY

[Compositefantechology.com](http://Compositefantechology.com)

- Fiberglass Louvers & Dampers
- Fiberglass Tube Axial, Centrifugal & Wall Box Fans



## DURAVENT

[Duravent.com](http://Duravent.com)

- Double-Wall Pressure Chimney System
- Boiler Breeching, Engine Exhaust, & Chimney Stack
- Grease Duct & Diesel Exhaust



## DURKEESOX

[Durkeesox.com](http://Durkeesox.com)

- Fabric Duct
- Engineered Fabric Air Dispersion



## GUSTAFSON

[Gustafsonduct.com](http://Gustafsonduct.com)

- Spiral Duct & Fittings
- Flat Oval Duct
- Stainless Steel
- Self-Sealing Gaskets
- No Sealant - G3 Options



## MARS AIR SYSTEMS

[Marsair.com](http://Marsair.com)

- Air Curtains, Air Barriers & Doors
- Gas & Electric, Hi-Eff, Tamper-Proof, Explosion-Proof
- Recessed, Exposed, ETL
- Door switches, Control Panels & Packages



## MAT - METROPOLITAN AIR TECHNOLOGY

[Metairtech.com](http://Metairtech.com)

- Remote Cable Operated Balancing Dampers
- Remote Battery Powered Balancing Dampers
- Solo-Control™ Individual Room Comfort Control



## PENNBARRY

[Pennbarry.com](http://Pennbarry.com)

- Commercial Roof & Wall Exhaust Fans
- Inline Square & Round Fans
- Roof Supply Fans
- Packaged Energy Recovery Ventilators
- Industrial Fans



## POTTORFF

[Pottorff.com](http://Pottorff.com)

- UL Rated Fire, Smoke, & Fire-Smoke Dampers
- Ceiling Radiation Dampers & Boots
- AMCA Certified Louvers
- Low Leakage Volume Control, Balancing & Backdraft Dampers
- Industrial Dampers
- Duct Access Doors



## PRICE INDUSTRIES

[Priceindustries.com](http://Priceindustries.com)

- Air Terminals, Variable & Constant Volume
- Chilled Beams
- Displacement Ventilation
- Fan Coil Units
- Grilles, Registers & Diffusers
- Hospital Operating Room Air Diffusion Systems/Ceiling Systems
- Linear Bar Grilles/Slot Diffusers
- Underfloor Air Distribution
- VAV Diffusers
- Venturi Valves & Critical Controls



## PRICE NOISE CONTROL

[Pricenoisecontrol.com](http://Pricenoisecontrol.com)

- Acoustical Casing Sound Attenuators
- Acoustical Louvers & Plenums
- Acoustical Panels & Enclosures
- Duct Silencers



## TOXALERT

[Toxalert.com](http://Toxalert.com)

- Gas Detection & Ventilation Control
- Refrigerant Leak Monitoring
- Oxygen Depletion Monitoring



## X VENT BOX

[Xventbox.com](http://Xventbox.com)

- Louvered Exhaust Vent Prevents Mold, Mildew & Air Intrusion
- Exterior Wall Cap, Exhaust Vent & Fan for Dryer & Kitchen Ventilation

**AAON**[Aaon.com](http://Aaon.com)

- Air Handling Units
- Chillers
- Condensers & Condensing Units
- Natatorium & Pool Room Dehumidifiers
- Outdoor Mechanical Rooms
- Packaged Rooftop Systems
- Self-Contained Systems

**ABB**[Abb.com](http://Abb.com)

- Variable Frequency Drives 1 - 550 HP
- Designated Service Station
- Ultra Low Harmonic Options

**AERMEC**[Aermec.com](http://Aermec.com)

- Air & Water Cooled Chillers
- Cooling only, Heat Pump, & Polyvalent, Indoor Ducted Chiller Solutions
- Indoor Ducted, Modular Chiller Solutions
- Fan Coils - DX & Water
- Dry Coolers

**AMERICAN ALDES**[Americanaldes.com](http://Americanaldes.com)

- Airflow Regulators
- Energy Recovery Units

**ANNEXAIR**[Annexair.com](http://Annexair.com)

- Air Handling Units
- Energy Recovery Units
- Make-Up Air Units

**BROAD**[Broad.com](http://Broad.com)

- Direct-Fired Absorption Chillers
- Waste Heat Recovery Chillers (Steam/Hot/Water/Exhaust Fired)

**BULLDOG HEAT PUMPS**[Bulldogheatpump.com](http://Bulldogheatpump.com)

- Hybrid Heat Pump Solutions
- Reduced Compressor Operation
- No Reversing Valves
- Quiet Operation, Increased Reliability

**CAREL USA**[Carelusa.com](http://Carelusa.com)

- Humidifiers
- Evaporative Cooling

**CLIMATECRAFT**[Climatecraft.com](http://Climatecraft.com)

- Custom Air Handling Units
- Factory Assembled & Field Erected Construction
- Spring Isolated FanMatrix Multi-Fan Arrays
- MatrixMonitor Fan Array Control
- Hurricane Zone Wind & OSHPD Seismic Certified

**COMPAX CHILLERS**[Compaxchiller.com](http://Compaxchiller.com)

- Modular Chiller/Heat Pump
- High Efficiency "Tube in Shell" Heat Exchangers
- 3 - 60 tons of Cooler Capacity Per Module
- 135° F Hot Water Supply
- Reversing or Non-Reversing & Geothermal Applications

**DADANCO**[Dadanco.com](http://Dadanco.com)

- Chilled Beams
- Inffusers®
- Induction Units

**DAIKIN APPLIED**[Daikinapplied.com](http://Daikinapplied.com)

- Air & Water Cooled Chillers
- Indoor & Outdoor Air Handling Units
- Coils & Controls
- Condensing Units & Condensers
- Fan Coil Units
- Modular Central Cooling/Heating Plants
- Packaged Rooftop Systems
- Vertical Self-Contained Units
- AAF® Herman-Nelson® Unit Ventilators
- Water Source Heat Pumps

**DAIKIN COMMERCIAL**[Daikinac.com](http://Daikinac.com)

- Single & Multi Split Systems
- VRV® (Variable Refrigerant Volume Systems) - Air & Water-Cooled

**DATA AIRE, INC.**[Dataaire.com](http://Dataaire.com)

- Precision Cooling for Data Centers
- gPod Indoor Cultivation Units

**DPOINT**[Dpoint.ca](http://Dpoint.ca)

- Energy Recovery Ventilation
- Low Maintenance, No Moving Parts
- Prevents Recirculation of Odors & Irritants

**ENVERID**[Enverid.com](http://Enverid.com)

- HVAC Load Reduction® (HLR®) Technology
- ASHRAE Standard 62.1 IAQP Compliance & USGBC LEED
- Indoor Air Scrubbing for CO2 and VOCs
- Automatic Self-Cleaning & Regeneration
- Outside Air Reduction & Management
- IOT for Air Quality Monitoring & Reporting

**EPSILON INDUSTRIES**[Epsilonfab.com](http://Epsilonfab.com)

- Packaged Pumping Systems
- Factory Built Cooling & Heating Plants

**GPS (GLOBAL PLASMA SOLUTIONS)**[Gpshvac.com](http://Gpshvac.com)

- Provides Reduced Outside Air Requirements
- Reduce OA to 5 CFM Per Person or Less
- Simple Spreadsheet Input for ASHRAE 62 IAQP
- Controls Odors, Allergens, Particles, & Pathogens
- Easily Installable in Virtually Any Terminal

**ICE (INDUSTRIAL COMMERCIAL EQUIPMENT)**[Ice-us.com](http://Ice-us.com)

- Indirect & Direct Fired Make-Up Air Units
- Custom Air Handling Units
- Heat Recovery Units

**ICESTOR**[Icestor.com](http://Icestor.com)

- Thermal Energy Storage - Ice Storage Systems

**IEC****(INTERNATIONAL ENVIRONMENTAL EQUIPMENT)**[Iec-okc.com](http://Iec-okc.com)

- Fan Coil Units

**MUNTERS - DES CHAMPS TECHNOLOGIES**[Munters.com](http://Munters.com)

- Industrial & Commercial Dehumidification
- DOAS & Energy Recovery Products
- Indirect Heating & Evaporative Cooling



**DURAVENT**  
[Duravent.com](http://Duravent.com)  
 • Type B Gas Vent



**MAT (METROPOLITAN AIR TECHNOLOGY)**  
[Metairtech.com](http://Metairtech.com)  
 • Cable Dampers



**ATCO**  
[Atcoflex.com](http://Atcoflex.com)  
 • Flexible Duct



**LUKJAN**  
[Lukjan.com](http://Lukjan.com)  
 • Snap Lock Pipe

**POTTORFF**

**POTTORFF**  
[Pottorff.com](http://Pottorff.com)  
 • Fire Dampers  
 • Access Doors  
 • Louvers



**PARAGON CONTROLS**  
[Paragoncontrols.com](http://Paragoncontrols.com)  
 • Airflow/Pressure Management  
 • Airflow/Pressure Control  
 • Room/Space Pressure Monitoring



**SOFAME**  
[Sofame.com](http://Sofame.com)  
 • High Efficiency Heat Recovery & Hot Water Heating Systems  
 • Direct Contact Condensing Boiler Stack Economizers  
 • Direct Contact Water Heaters



**UVDI (ULTRAVIOLET DEVICES, INC.)**  
[Uvdi.com](http://Uvdi.com)  
 • UV-C Lighting for Air Purification



**PRICE INDUSTRIES**  
[Priceindustries.com](http://Priceindustries.com)  
 • VAV & DOAS Terminal Units  
 • Fan Coil & Blower Coil Units  
 • Under Floor Air Distribution  
 • Displacement Ventilation  
 • System Controls  
 • Gas Fired Make-Up Air Units  
 • Custom Energy Recovery Air Handling Units



**STERLING HVAC**  
[Sterlinghvac.com](http://Sterlinghvac.com)  
 • Indirect & Direct Fired Make-Up Air Units  
 • Gas-Fired Unit Heaters/Duct Furnaces  
 • Oil-Fired Unit Heaters  
 • Steam & Hot Water Unit Heaters



**WATTMASTER/ORION CONTROL SYSTEMS**  
[Orioncontrols.com](http://Orioncontrols.com)  
 • WattMaster/AAON Factory Installed Controls  
 • Contractor Installed Building Control Systems



**PRICE NOISE CONTROL**  
[Pricenoisecontrol.com](http://Pricenoisecontrol.com)  
 • Acoustical Casing Sound Attenuators  
 • Acoustical Louvers & Plenums  
 • Acoustical Panels & Enclosures  
 • Duct Silencers



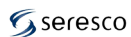
**TANDEM CHILLERS**  
[Tandemchillers.com](http://Tandemchillers.com)  
 • Air Cooled & Water Cooled Modular Chillers  
 • Heat Reclaim & Heat Pump Chillers  
 • Condenserless Chillers  
 • Packaged Pump Systems



**ZEHNDER RITTLING (HYDRO-AIR COMPONENTS)**  
[Rittling.com](http://Rittling.com)  
 • Fan Coil Units  
 • Water Source Heat Pumps  
 • Low & High Temperature Cooling Systems  
 • Hydronic Heating Systems



**TECOGEN**  
[Tecogen.com](http://Tecogen.com)  
 • Combined Heat & Power Systems (CHP)



**SERESCO**  
[Serescodehumidifiers.com](http://Serescodehumidifiers.com)  
 • Natatorium & Environment Control  
 • Units from 1 – 140 Tons of Refrigeration, 600 – 60,000 CFM  
 • Indoor Splits & Outdoor Package  
 • Vertical & Horizontal Configurations  
 • WebSentry® 24 Hour Internet Monitoring & Control



**UNITED COOLAIR**  
[Unitedcoolair.com](http://Unitedcoolair.com)  
 • Modular All-Indoor HVAC Systems  
 • 1 to 90 Ton Capacities  
 • Horizontal & Vertical Configurations  
 • Air, Water, CW & Heat Pump Models  
 • VAV and 100% OA Systems  
 • Low Installed Cost Retrofit Solutions