

Limited Warranty Statement

SpacePak "Solstice Inverter"* Series Air to Water Heat Pumps

Subject to the terms and conditions of this Limited Warranty Statement (the "Limited Warranty"), SpacePak warrants to the original purchaser of the "Solstice Inverter" Series that:

- 1) The parts are warranted for a period of two (2) years to the <u>original owner of the System</u> (as such term is defined in part (4) below). If any parts should prove defective due to improper workmanship and/or material for a period of two (2) years from the date of installation, SpacePak will replace any defective part without charge for that part. Replacement parts are warranted for the remainder of the original 2-year warranty period. Parts used as replacement may be of like kind and quality and may be new or remanufactured. Defective parts must be available for SpacePak in exchange for the replacement parts and become the property of SpacePak.
- 2) The compressor is warranted for a period of five (5) years to the <u>original owner of the System</u>. If the compressor should prove defective due to improper workmanship and/or material for a period of five (5) years from the date of installation, SpacePak will replace the defective compressor without charge for the compressor. Replacement compressors are warranted for the remainder of the original 5-year warranty period. Compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective compressors must be made available to SpacePak in exchange for the replacement compressor and become the property of SpacePak.
- 3) Notwithstanding the foregoing, if the System is installed in a residential single-family home by a SPACEPAK CERTIFIED CONTRACTOR the parts will be warranted for five (5) years and compressor will be warranted for a period of ten (10) years, to the original owner, so long as the original owner resides in the home. Specifically, if any parts and/or the compressor should prove defective due to improper workmanship and/or material for the period listed above from the date of installation, SpacePak will replace any defective parts or compressor without charge for the part or compressor. The replacement parts and/or compressor are warranted for the remainder of the original warranty period. Parts and/or compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts and/or compressors must be made available to SpacePak in exchange for the replacement parts and become the property of SpacePak.
- 4) For purposes of this Solstice Inverter" Series Limited Warranty, as used herein, the term "System" shall mean the Solstice Inverter outdoor and indoor components connected via refrigerant piping and electrical wiring purchased on or after February 1, 2021, (i) sold from a licensed HVAC representative of SpacePak (and not an unauthorized third party) to the original owner, (ii) installed by such contractor in accordance to local and National regulations in the continental U.S., Alaska, Hawaii, and Canada; and (iii) registered on SpacePak's website located at www.SpacePak.com/warranty)

*For any Solstice equipment that is non-inverter, please refer to warranty located in the equipment original installation manual.

SpacePak Small Duct High Velocity Air Handlers and Hydronic Fan Coils

Subject to the terms and conditions of this Limited Warranty Statement (the "Limited Warranty"), SpacePak warrants to the original purchaser of the Small Duct High Velocity Air Handlers and hydronic fan coils that:

- 1) The parts are warranted for a period of one (1) year to the original owner of the System (as such term is defined in part (3) below). If any parts should prove defective due to improper workmanship and/or material for a period of one (1) year from the date of installation, SpacePak will replace any defective part without charge for that part. Replacement parts are warranted for the remainder of the original 1-year warranty period. Parts used as replacement may be of like kind and quality and may be new or remanufactured. Defective parts must be available for SpacePak in exchange for the replacement parts and become the property of SpacePak.
- 2) Notwithstanding the foregoing, if the System is installed in a residential single-family home by a SPACEPAK CERTIFIED CONTRACTOR the parts will be warranted for five (5) years, to the original owner, so long as the original owner resides in the home. Specifically, if any parts should prove defective due to improper workmanship and/or material for the period listed above from the date of installation, SpacePak will replace any defective parts or compressor without charge for the part or compressor. The replacement parts are warranted for the remainder of the original warranty period. Parts used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts must be made available to SpacePak in exchange for the replacement parts and become the property of SpacePak.
- 3) For purposes of this Small Duct High Velocity Air Handlers and hydronic fan coils limited warranty, as used herein, the term "System" shall mean the "SpacePak Small Duct High Velocity Air Handlers, hydronic fan coils purchased on or after February 1, 2021, (i) sold from a licensed HVAC representative of SpacePak (and not an unauthorized third party) to the original owner, (ii) installed by such contractor in accordance to local and National regulations in the continental U.S., Alaska, Hawaii, and Canada; and (iii) registered on SpacePak's website located at www.SpacePak.com/warranty)

SpacePak Buffer Tanks

The "Manufacturer" warrants to the original owner at the original installation site that the Hydronic Buffer Tanks (the "Product") will be free from defects in material or workmanship for a period not to exceed ten (10) years from the startup, provided the product is installed in accordance with the manufacturers installation instructions. If upon examination by the Manufacturer the Product is shown to have a defect in material or workmanship during the warranty period, the Manufacturer will repair or replace, at its option, that part of the Product which is shown to be defective.

The following items apply to each Limited Warranty offered by SpacePak.

- 4) NO LABOR. Each Limited Warranty offered by SpacePak does NOT include labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping or handling, or replacement of the System/Products, compressors or any other parts. For items that are designed to be maintained or replaced by the original owner, the original owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the System/ Products and parts in connection with owner-required maintenance. Please consult the applicable technical documentation for regularly suggested maintenance procedures.
- 5) **PROPER INSTALLATION.** This Limited Warranty applies only to Systems/Products that are sold by SpacePak HVAC representatives, installed by contractors who are licensed for HVAC installation under applicable local and state law, and who install the Systems/Products in accordance with (i) all applicable building codes and permits: (ii) SpacePak's installation and operation instructions: and (iii) good trade practices.
- 6) **BEFORE REQUESTING SERVICE**, please review the applicable technical documentation to insure proper installation and correct customer control adjustment for the System/Products. If the problem persists, please arrange for warranty service.

a. TO OBTAIN WARRANTY SERVICE:

- i. Contact the licensed contractor who installed the System/Products or the nearest licensed contractor, dealer, or distributor (whose name and address may be obtained on our website at www.SpacePak. com of any defect within the applicable warranty time period.
- ii. Proof of the installation date by a licensed contractor is required when requesting warranty service. Present the sales receipt, building permit or other document which establishes proof and date of installation. In the absence of acceptable proof, this Limited Warranty shall be deemed to begin one hundred twenty (120) days after the date of manufacture stamped on the System/Products.
- iii. This Limited Warranty applies only to System/Products purchased on or after February 1, 2021 only while the System/Products remains at the site of the original installation, and only to locations within the continental United States, Alaska, Hawaii and Canada.
- iv. Shipment, to the Manufacturer, of that part of the Product thought to be defective. Goods can only be returned with prior written approval from the Manufacturer. All returns must be freight prepaid. Determination, in the reasonable opinion of the Manufacturer, that there exists a defect in material or workmanship.
- b. **THIS LIMITED WARRANTY DOES NOT COVER:** property damages, malfunction or failure of the System/ Products, or personal injury caused by or resulting from: (a) accident, abuse, negligence or misuse; (b) operating the System/Products in a corrosive or wet environment, including those containing chlorine, fluorine or any other hazardous or harmful chemicals or environmental factors, including sea- or salt-water; (c) installation, alteration, repair or service by anyone other than a licensed contractor or other than pursuant to the manufacturer's instructions; (d) improper matching of System/Products components; (e) improper sizing of the System/Products; (f) improper or deferred maintenance contrary to the manufacturer's instructions; (g) physical abuse to or misuse of the System/Products (including failure to perform any maintenance as described in the Operation manual, or any System/ Products damaged by excessive physical or electrical stress; (h) System/Products that have had a serial number or any part thereof altered, defaced or removed; (i) System/Products used in any manner contrary to the Operation Manual; (j) freight damage; or (k) events of force majeure or damage caused by other external factors such as lightning, power surges, fluctuations in or interruptions of electrical power, rodents, vermin, insects, or other animal- or pest-related issues.
- c. THIS LIMITED WARRANTY ALSO EXCLUDES: (a) SERVICE CALLS WHERE NO DEFECT IN THE SYSTEM/PRODUCTS COVERED UNDER THIS WARRANTY IS FOUND: (b) System/Products installation or set-ups; (c) Adjustments of user controls; (d) System/Products purchased or installed outside the continental United States, Alaska, Hawaii and Canada; or (e) System/Products purchased or installed prior to February 1, 2021. Consult the operating instructions for information regarding user controls.