

TIPS VENDOR AGREEMENT (JOC)

Between Prodigy Building Solutions, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RCSP 211001 Job Order Contracting

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 addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

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 TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Davis Bacon Act

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

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

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional three (3) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second and third one (1) year renewal extension terms, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract 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.

Pricing

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 and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly

basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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 or 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 five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS 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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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 subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. 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, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member 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 with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 or may terminate the Agreement according to the terms of this Agreement. 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

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) may 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. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors 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/contract.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, 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.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

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.

Certifications.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that our 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 85th 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 85th 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.

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. The specific procedures will be negotiated with the successful vendor.

- **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 three business days 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, bypassing the TIPS Agreement when the Member has requested the 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.

TIPS Vendor Agreement Signature Form

RCSP 211001 Job Order Contracting (JOC)

Company Name Progidy Building Solutions, LLC

Address 9652 Inter Ocean Drive

City West Chester State OH Zip 45246

Phone 513-907-1970 Fax _____

Email of Authorized Representative rthaun@buildingprodigy.com

Name of Authorized Representative Robert Haun

Title Member

Signature of Authorized Representative 

Date 11-19-2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/27/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



211001 Addendum 1

Prodigy Building Solutions, LLC

Supplier Response

Event Information

Number: 211001 Addendum 1

Title: Job Order Contracting

Type: Request for Proposal

Issue Date: 10/7/2021

Deadline: 11/22/2021 03:00 PM (CT)

Notes: Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

Address: Region VIII Education Service Center

Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Prodigy Building Solutions, LLC Information

Address: 9652 Inter Ocean Drive
West Chester, OH 45246
Phone: (513) 907-1970
Web Address: www.buildingprodigy.com

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

Bob Haun
Signature

CDIrenzi@buildingprodigy.com
Email

Submitted at 11/22/2021 10:56:07 AM

Requested Attachments

Vendor Agreement

TIPS_Vendor_Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

Vendor Agreement Signature Form .pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.
If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Reference Form

Copy of Reference_Form 211001 JOC.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Sample Spec Sheets.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Warranty

All Sample Warranties.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Final Logo 2018 on Clear - High Res - Copy2.png

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

Confidential Information Status Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

11-19-21 Bond.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

Prodigy W9 2019.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK

No response

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Bid Attributes

| | |
|----------|---|
| 1 | Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="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 https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/> |

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| 3 | <p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <input type="text" value="Yes"/> |
| 4 | <p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <input type="text" value="No response"/> |
| 5 | <p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <input type="text" value="Commercial building solutions."/> |
| 6 | <p>Primary Contact Name</p> <p>Primary Contact Name</p> <input type="text" value="Bob Haun"/> |
| 7 | <p>Primary Contact Title</p> <p>Primary Contact Title</p> <input type="text" value="Member"/> |
| 8 | <p>Primary Contact Email</p> <p>Primary Contact Email</p> <input type="text" value="rthaun@buildingprodigy.com"/> |
| 9 | <p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="5139071970"/> |
| 10 | <p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="No response"/> |
| 11 | <p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="5139071970"/> |
| 12 | <p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <input type="text" value="Chris Direnzi"/> |
| 13 | <p>Secondary Contact Title</p> <p>Secondary Contact Title</p> <input type="text" value="Member"/> |

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| 1 4 | Secondary Contact Email Secondary Contact Email <input type="text" value="cdirenzei@buildingprodigy.com"/> |
| 1 5 | Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5136042898"/> |
| 1 6 | Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/> |
| 1 7 | Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5136042898"/> |
| 1 8 | Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Megan Haun"/> |
| 1 9 | Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="mhaun@buildingprodigy.com"/> |
| 2 0 | Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="536734872"/> |
| 2 1 | Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Bob Haun"/> |
| 2 2 | Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="rthaun@buildingprodigy.com"/> |
| 2 3 | Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5139071970"/> |
| 2 4 | Company Website Company Website (Format - www.company.com) <input type="text" value="http://www.buildingprodigy.com"/> |

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| 25 | Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/> |
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| 26 | Primary Address Primary Address <input type="text" value="9652 Inter Ocean Drive"/> |
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| 27 | Primary Address City Primary Address City <input type="text" value="West Chester"/> |
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| 28 | Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="OH"/> |
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| 29 | Primary Address Zip Primary Address Zip <input type="text" value="45246"/> |
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| 30 | Search Words: 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.) <input type="text" value="Construction, remodeling, design build, lighting, solar, HVAC, electrical, plumbing"/> |
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| 31 | Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Most of our members receive Federal Government grants or other funding 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 include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company. Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/> |
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Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

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Company Residence (City)

Vendor's principal place of business is in the city of?

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Company Residence (State)

Vendor's principal place of business is in the state of?

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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.

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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.

37 PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book?

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

38 PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

39 PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book?

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

40 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

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| 4 1 | Years in Business as Proposing Company Years in business as proposing company? <input style="width: 100px;" type="text" value="3"/> |
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| 4 2 | Right of Refusal The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law. |
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| 4 3 | NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 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: 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; 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. |
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| 4 4 | CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO 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. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input style="width: 100px;" type="text" value="No"/> |
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| 4 5 | Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input style="width: 100px;" type="text" value="No response"/> |
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| 4 6 | 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. <input style="width: 100px;" type="text" value="Yes"/> |
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Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies 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.

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Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, 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.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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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.

(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.

Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and 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 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.

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.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

Does vendor agree?

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2 CFR PART 200 Termination

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)

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.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

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 \$250,000 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?

5 6 2 CFR PART 200 Byrd Anti-Lobbying Amendment

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?

5 7 2 CFR PART 200 Federal Rule

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 \$250,000)

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 \$250,000, 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?

5 8 2 CFR PART 200 Procurement of Recovered Materials

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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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2 **2 CFR PART 200 Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

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3 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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4 **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.

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5 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to the above Attribute, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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6 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

YES

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Davis-Bacon Act compliance.

Texas Statute requires compliance with 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 S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

69 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.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

70 Indemnification

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."

Do you agree to these terms?

Yes, I Agree (Yes)

71 Remedies

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 MAY 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.

Do you agree to these terms?

Yes, I Agree

72 Remedies Explanation of No Answer

No response

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| 7 3 | Choice of Law The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas. Do you agree to these terms? <input checked="" type="checkbox"/> Yes, I Agree (Yes) |
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| 7 4 | Venue, Jurisdiction and Service of Process Any proceeding, involving Region 8 ESC or TIPS, 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas. Do you agree to these terms? <input type="text" value="Agreed"/> |
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| 7 5 | Alternative Dispute Resolution Explanation of No Answer <input type="text" value="No response"/> |
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| 7 6 | 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. Do you agree to these terms? <input type="text" value="Yes, I Agree"/> |
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| 7 7 | Infringement(s) Explanation of No Answer <input type="text" value="No response"/> |
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| 7 8 | 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. Do you agree to these terms? <input type="text" value="Yes, I Agree"/> |
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7 Acts or Omissions Explanation of No Answer

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No response

8 Contract Governance

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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, I Agree (Yes)

8 Payment Terms and Funding Out Clause

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Payment Terms:

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?

Yes, I Agree (Yes)

8 Insurance and Fingerprint Requirements Information

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Insurance

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 & 22.08341. 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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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.

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:

(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.

I certify that:

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.

OR

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:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(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.

(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.

(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.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

8 4 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

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.

8 5 Texas Government Code 2270 & 2271 Verification Form

Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or 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>
I swear and affirm that the above is true and correct.

YES

8 6 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Felony Conviction Notice

Texas Education Code, 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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

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If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

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Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

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Choice of Law clauses for TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

9 1 **Venue of dispute resolution with a TIPS Member**
In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 2 **Indemnity Limitation with TIPS Members**
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 **Arbitration Clauses**
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 4 **Required Vendor Sales Reporting**
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 **Upload of Current W-9 Required**
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

9 6 **Solicitation Deviation/Compliance**
Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

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| 97 | 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. 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. 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> <input type="text" value="No response"/> |
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| 98 | Agreement Deviation/Compliance <p>Does the vendor agree with the language in the Vendor Agreement?</p> <input type="text" value="Yes"/> |
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| 99 | 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> <input type="text" value="No response"/> |
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| 100 | Upload of Current W-9 Required <p>Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.</p> |
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| 101 | CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021) <p>By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:</p> <p>If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).</p> |
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CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

References

TIPS RFP 211001 Job Order Contracting

Insert Company Name

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

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.

| Entity Name | Contact Person | VALID TYPED EMAIL IS REQUIRED | Phone |
|----------------------------------|------------------|--|--------------|
| Fairfield City Schools | Jeff Burg | burg_j@fairfieldcityschools.com | 513-304-5895 |
| Oak Hills Schools | Jason Nash | nash_j@ohlsd.org | 513-519-3239 |
| Warren County | Trevor Hearn | trevor.hearn@co.warren.oh.us | 513-695-1463 |
| Lebanon Schools | Isaac Seevers | seevers.isaac@lebanonschools.org | 513-934-5778 |
| Patrick Henry Schools | Josh Biederstedt | jbiederstedt@phpatriots.org | 419-260-1661 |
| Fayetteville-Perry Local Schools | John Gauche | john.gauche@fpls.us | 513-875-2423 |
| Wilmington City Schools | Bruce Davis | bruce.davis@wilmington.k12.oh.us | 937-728-3265 |
| Middletown City Schools | Randy Bertram | rbertram@middletowncityschools.com | 937-974-0800 |
| | | | |
| | | | |

Required Confidential Information Status Form

Prodigy Building Solutions, LLC

Name of company

Robert Haun, member

Printed Name and Title of authorized company officer declaring below the confidential status of material

9652 Inter Ocean Drive

West Chester

OH 45246

513-907-1970

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

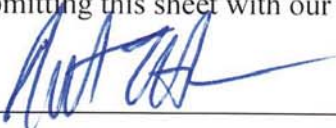
Signature _____ Date _____

OR

OPTION 2:

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

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.

Signature  Date 11-19-2021



United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

November 19, 2021

RE: Prodigy Building Solutions LLC

To Whom It May Concern:

The purpose of this letter is to confirm that Prodigy Building Solutions LLC is a valued surety customer of United Fire & Casualty Company. United Fire is licensed to do business in the State of Ohio and we are listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) with an underwriting limitation of \$57,550,000. We are rated "A" by A.M. Best & Co.

We will consider performance and payment bonds for Prodigy Building Solutions LLC on single projects of \$7,500,000 and aggregate programs of \$15,000,000. All projects and programs outside of this will be considered on a case by case basis.

Contingent upon favorable review of contract documents, financing information and other pertinent underwriting information at the time performance and payment bonds are required, it would be our intention to provide such bonds at that time. Any arrangement to provide bonds is a matter between Prodigy Building Solutions LLC and United Fire & Casualty Company. We assume no liability to you, nor to any other third party, should we decide not to issue said bonds.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Santa', with a large, sweeping flourish at the end.

Robert Santa
Lead Surety Underwriter
United Fire & Casualty Co.
(614) 687-1950

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20-Year Kynar® Finish Warranty

Building Owner:

Name of Building:

Building Address:

Date of Acceptance by Versico:

Versico, LLC., (“Versico”) warrants to the building owner named above (“Owner”) that the Versico brand metal cap with Kynar 500® finish (“Product”) will be free from defects in material at the time of its delivery to the project site; and that if the Product is properly installed and maintained, it will not, under normal conditions, for a period of twenty (20) years from the date of delivery: (1) chip, peel, or crack; (2) change color by more than 5E units; or (3) chalk in excess of a rating of five (5) arrived at pursuant to ASTM D659-80. The term “free from defects in material” does not include industry recognized anomalies including, but not limited to, waviness present in the flat area of the Products due to inconsistency in the alloys, galvanizing process, light gauge metals, uneven substrates, installation and/or misalignment of support systems over which the Products are applied. Any such waviness cannot be the basis for a claim under this or any other Versico warranty under any theory of law whatsoever.

This warranty is subject to the following conditions:

1. This Warranty covers the Product as exposed to normal atmospheric conditions in the United States of America (not including Alaska and Hawaii), and excludes coverage for corrosive or aggressive atmospheric conditions such as, but not limited to, chemical fume contamination or salt spray.
2. This Warranty does not cover damage caused by other trades or by materials substituted for, or used in addition to, the Product, or for failing to provide reasonable maintenance to the Product, or for improper installation.
3. This warranty extends only to Kynar 500® colors approved by Versico.
4. This warranty expressly excludes any coverage for defect, damage or failure, which is caused by acts of God, falling objects, external forces, explosion, fire, riot, civic commotion, acts of war, vandalism, mishandling, or any occurrences beyond Versico’s control.
5. This warranty expressly excludes any coverage for Product failure caused by improper handling by the purchaser or Owner including, but not limited to, improper equipment fabrication, storage, transportation, erection, or placement, or failure to immediately remove strippable protective coating, and ferrous or non-ferrous shavings, which will rust or stain finish and may damage the Product.
6. In the event the Product is determined by Versico to be in need of repair within the terms, conditions and limitations herein, Versico shall have the option, in its absolute discretion, to either repaint or replace the effected Product.
7. It is understood and agreed that Versico’s liability herein, whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed the purchase price of the Product. Under no circumstances shall Versico be liable for special, direct, indirect, or consequential damages.
8. All claims under this warranty must be made to Versico in writing within thirty (30) days after the Owner discovers, or should have reasonably discovered, the subject defect, and Versico must be given a reasonable opportunity to inspect any material claimed to be defective.

9. This warranty will be effective only if normal maintenance and cleaning practices are followed in maintaining and cleaning dirt, salt accumulation, and other foreign matter from the coated metal. This warranty does not extend to or cover damage to the coating occasioned by moisture, condensation or other contamination resulting from improper storage, improper packaging, improper handling, improper shipping, improper processing and/or installation of any of the covered materials by parties other than a Versico Authorized Roofing Applicator or damages as a result of standing water in a non-vertical application.
10. This warranty shall be null and void if, in the sole judgment of Versico, any of the following shall occur:
 - (a) The Product is not installed in strict accordance with Versico specifications and printed installation instructions.
 - (b) If, after installation of the Product, there are any alterations or repairs made to the system without first obtaining written approval from Versico, or
 - (c) Failure of the Owner or lessee to use reasonable care in maintaining the Product, or
 - (d) The Owner fails to comply with every term or condition stated herein.
11. During the term of this warranty, Versico, its agents or employees shall have free and reasonable access to the installed Product during regular business hours.
12. Versico shall have no obligation under this warranty until all bills for installation, supplies and service have been paid in full to the installing contractor, and to Versico.
13. Versico's failure at any time to enforce any of these terms or conditions stated herein shall not be construed to be a waiver of such provisions.
14. This warranty supersedes and is in lieu of any and all other express warranties that are in conflict with the terms and conditions stated herein.
15. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
16. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Versico reserves the right, in its sole discretion, to refuse to reissue this warranty.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO PRODUCT OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

VERSICO, LLC.

Authorized Signature: _____

Date: _____

VERSICO MEMBRANE MATERIAL WARRANTY

Subject to the following terms and conditions, Versico, a division of Carlisle Construction Materials Incorporated (SELLER) warrants to the Buyer that the membrane material (MEMBRANE) sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

If upon inspection by the Seller, the membrane evidences manufacturing defects, Seller's liability and Buyer's remedies are limited, at Seller's option, to the repair or replacement of the defective membrane at the F.O.B. point in the original contract of sale.

Seller further warrants that the Membrane material will not prematurely deteriorate to the point of failure because of weathering for a period of years from the date of sale if properly installed, maintained and used for the purpose for which the Seller intended.

Buyer shall give Seller notice of a claim under this warranty within thirty (30) days of discovering any premature deterioration of the Membrane.

If upon inspection by the Seller, the Membrane shows premature deterioration because of weathering within the year period stated herein, Seller's liability and Buyer's remedies are limited at Seller's option to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by the Seller based upon the number of remaining months of the unexpired warranty used to pro-rate at the current prices for the Membrane. The maximum pro-rated value allowed by Seller for repair or credit shall not exceed the original Membrane purchase price.

This warranty refers to the membrane material only. Flashings, adhesives and other accessories contained in a membrane system are not covered by this warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN AN INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTENDS BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO A STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

BUILDING:

**Versico, a division of Carlisle Construction Materials Incorporated
Authorized Signature**

Warranty #:

Date of Issuance:

Title: General Manager

ROOF GARDEN SYSTEM WARRANTY

WARRANTY NO. _____

DATE OF ISSUE: _____

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE VERSICO ROOF GARDEN SYSTEM:

DATE OF ACCEPTANCE BY VERSICO:

Subject to all of the project information, promises, terms, conditions, limitations, and disclaimers contained in the Versico Total Roofing System Warranty, Warranty No (), and in this warranty, Versico, a division of Carlisle Construction Materials, warrants the performance of the Versico Roof Garden System in the following manner:

MODULAR ROOF GARDEN OVERBURDEN AND MATERIALS WARRANTY

For a period of years from the Date of Completion, upon the report by the Owner of a warranty covered leak in the Versico Total Roofing System, Versico shall be responsible, at its cost, for the removal and reinstallation of the Versico Modular Roof Garden trays on those portions of the Versico Modular Roof Garden System required to investigate and respond to the warranty service request. Should Versico's investigation reveal the cause of the leak to be outside the scope of the Versico Total Roofing System Warranty, overburden removal and reinstallation costs and the subsequent investigation and repair costs shall be paid by the Owner.

VEGETATION WARRANTY FOR MODULAR OR TRADITIONAL ROOF GARDEN SYSTEMS UTILIZING SEDUM MATS AND/OR SEDUM TILES

Twelve (12) months subsequent to the Date of Completion, the vegetation contained in the Versico Traditional or Modular Roof Garden System shall cover at least fifty percent (50%) of the surface of the system. Twenty-four (24) months subsequent to the Date of Completion, the said vegetation coverage shall be at least eighty percent (80%). If the promised coverage is not achieved, Versico, will, at its cost, take such steps to bring the coverage to the promised percentages. The value of the remedies necessary to bring the coverage to the promised percentages shall not exceed, singly or in the aggregate, over the twenty-four (24) month period of this warranty option, the original installed cost of the vegetation component of the Versico Traditional or Modular Roof Garden.

FURTHER TERMS, CONDITIONS, AND LIMITATIONS

1. THE VALUE OF THE REMEDIES STATED ABOVE SHALL NOT EXCEED, SINGLY OR IN THE AGGREGATE, OVER THE LIFE OF THIS WARRANTY, THE ORIGINAL INSTALLED COST OF THE VERSICO ROOF GARDEN SYSTEM.
2. THE VERSICO ROOF GARDEN SYSTEM WARRANTY IS CONTINGENT UPON THE EXCLUSIVE UTILIZATION OF VERSICO SUPPLIED PRODUCTS IN THIS INSTALLATION. THOSE PRODUCTS INCLUDE, BUT ARE NOT LIMITED TO: VEGETATION, GROWTH MEDIA, PROTECTION FABRIC, DRAINAGE MAT, MOISTURE RETENTION MAT, ROOT BARRIER, AND, WHERE SPECIFIED, VERSICO MODULAR ROOF GARDEN TRAYS.
3. THIS WARRANTY SHALL BE NULL AND VOID IF ANY OF THE FOLLOWING SHALL OCCUR:
 - (a) IF, AFTER INSTALLATION OF THE VERSICO TOTAL ROOFING SYSTEM BY A VERSICO AUTHORIZED ROOF GARDEN APPLICATOR THERE ARE ANY ALTERATIONS OR REPAIRS MADE ON OR THROUGH THE ROOF, ROOF GARDEN OR OBJECTS SUCH AS, BUT NOT LIMITED TO, STRUCTURES, FIXTURES, OR UTILITIES ARE PLACED UPON OR ATTACHED TO THE ROOF WITHOUT FIRST OBTAINING WRITTEN AUTHORIZATION FROM VERSICO; OR
 - (b) FAILURE BY THE OWNER TO DOCUMENT THE REQUIRED MAINTENANCE OF THE ROOF GARDEN. MAINTENANCE TO INCLUDE, BUT NOT LIMITED TO, THOSE ITEMS AND PROCEDURES LISTED ON VERSICO'S ROOF GARDEN CARE & MAINTENANCE REQUIREMENTS (ATTACHMENT IV) WHICH ACCOMPANIES THIS WARRANTY.
4. VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.
5. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Frank Palmer
AUTHORIZED SIGNATURE
TITLE: General Manager, Versico


P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 FAX

Versico

Plaza Paver System Warranty

SERIAL NO.

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE VERSICO PAVER SYSTEM:

DATE OF ACCEPTANCE BY VERSICO:

Subject to all of the project information, promises, terms, conditions, limitations, and disclaimers contained in the Versico Total Roofing System Warranty, Serial No. , and in this warranty, **Versico Roofing Systems**, warrants the performance of the Versico Plaza Paver System in the following manner:

- A. For a period of years from the date of completion, upon report by the Owner of a warranty covered leak in the Versico Total Roofing System, Versico shall be responsible, at its cost, for the removal and replacement of those portions of the Versico Paver and Insulation System required to investigate and respond to the warranty service request. Should Versico's investigation reveal the cause of the leak to be outside the scope of the Versico Total Roofing System warranty, overburden removal and reinstallation costs and the subsequent investigation and repair costs shall be paid by the Owner.
- B. Versico hereby warrants that the Pavers will not crack, split or otherwise deteriorate to the point of breakage due to freeze-thaw action for the period of ten (10) years. In the event of the failure of a Paver to perform as warranted during the warranty period, Versico's sole responsibility is limited to the replacement of any non-performing Pavers. Replacement covers the material cost of the Paver and freight charges for transportation to the jobsite. Versico's maximum liability is limited to an amount equal to the original purchase price of the Pavers.
- C. Versico hereby warrants that the Insulation will retain 80% of its original thermal value for the period of the ten (10) year warranty. In the event of the failure of the insulation to perform as warranted during the warranty period, Versico's sole responsibility shall be to provide replacement insulation for the non-performing insulation or repay to the Owner an amount equal to the original cost of the non-performing insulation, the decision to provide replacement or refund being at Versico's sole discretion. Versico's maximum liability is limited to an amount equal to the original purchase price of the insulation.

TERMS, CONDITIONS AND LIMITATIONS

1. The value of the remedies stated above shall not exceed, singly or in the aggregate, over the life of this warranty, the original installed cost of the Versico Plaza Paver System.
2. The Versico Plaza Paver System Warranty is contingent upon the exclusive utilization of the Versico supplied products in this installation. Those products include, but are not limited to: pavers, compensators, pedestals, protection fabrics, shims, and Guardian® Paver Accessories.
3. Versico shall have no obligation under this warranty while any bills for installation, supplies, services and warranty charges have not been paid in full to the Authorized Applicator, Versico or material suppliers. The warranty shall accrue only to the Owner named herein. Versico's failure at any time to enforce any of the terms and conditions stated herein shall not be construed to be a waiver of such provision.
4. Owner shall furnish to Versico release of liability from any building occupants who might be affected by the testing and repair operations and remove, at Owner's cost, all obstructions from the affected area which would hinder or interfere with repairs being made in the most expedient and least expensive manner.

Reflectivity Performance Amendment

Subject to all of the warranty terms of the Versico System Warranty, Versico warrants that the Versico brand White VersiWeld (TPO) membrane utilized in this installation will meet the “Energy Star” reflectivity rating of .65 when originally installed and a .50 reflectivity rating thereafter for a total period of ten (10) years from the date of installation. During this ten (10) year amendment period, the roof must positively drain and be free of pollutants, grease, oil, and the like. The owner must follow all membrane cleaning recommendations made by Versico in the care and maintenance sheet, which accompanies this warranty. Any change in the use of this building, which adversely effects the cleanliness of the membrane, will nullify this amendment.

In order to make a claim under this warranty amendment, the Owner must thoroughly clean the membrane and send a representative sample to Versico. If, upon inspection by Versico, the membrane reveals a reflectivity rating below the warranted level, Versico will attempt to restore the membrane to its warranted reflectivity rating. Should Versico be unable to restore the warranted reflectivity rating, Versico’s liability and Owner’s remedy is limited to a credit to be applied towards the purchase of a new membrane; the value of that credit being determined by Versico based upon the number of remaining months of this warranty amendment used to pro-rate at the current price for the membrane. The maximum pro-rated value of the credit shall not exceed the original purchase price of the membrane.

VERSICO TOTAL ROOFING SYSTEM WARRANTY

(With Limited Coverage For Hail)

VSW-6

Rev 01/15

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (Owner) of the building described below, that subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Total Roofing System (Versico Total Roofing System) installed by a Versico Authorized Roofing Contractor for a period of years commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond years subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand Materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Versico determines that the leak is caused by defects in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak.

3. This Warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:

(a) The Versico Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hurricanes, and winds of (3 second) peak gust speeds of mph or higher measured at 10 meters above ground, and hail greater than inches in diameter (as reported by the National Climatic Data Center). Versico shall not be responsible for any changes in appearance of surface imperfections caused by hail incidents.

(b) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or:

(c) The Versico Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.

(d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or

(e) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System.

(f) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.

4. This Warranty shall be null and void if any of the following shall occur:

(a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or

(b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Information sheet which accompanies this Warranty.

5. Only Versico brand insulation products are covered by this warranty. Versico specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Versico brand insulation products.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, services, and warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

10. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Versico representative.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

OWNER:
BUILDING :

ROOFER:

DATE INSTALLATION COMPLETED :
DATE OF ACCEPTANCE BY VERSICO :
WARRANTY EXPIRATION DATE :

WARRANTY NUMBER:

VERSICO, a division of Carlisle Construction Materials Incorporated

P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 FAX

BY _____

VERSICO TOTAL ROOFING SYSTEM WARRANTY

VSW-1
Rev 01/15

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (Owner) of the building described below, that subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Total Roofing System (Versico Total Roofing System) installed by a Versico Authorized Roofing Contractor for a period of years commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond years subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand Materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Versico determines that the leak is caused by defects in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak.

3. This Warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:

(a) The Versico Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of mph or higher measured at 10 meters above ground, or

(b) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or:

(c) The Versico Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.

(d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or

(e) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System.

(f) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.

4. This Warranty shall be null and void if any of the following shall occur:

(a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or

(b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Information sheet which accompanies this Warranty.

5. Only Versico brand insulation products are covered by this warranty. Versico specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Versico brand insulation products.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, services, and warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

10. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Versico representative.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

OWNER:
BUILDING :

ROOFER:

DATE INSTALLATION COMPLETED :
DATE OF ACCEPTANCE BY VERSICO :
WARRANTY EXPIRATION DATE :

WARRANTY NUMBER:

VERSICO, a division of Carlisle Construction Materials Incorporated

P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 FAX

BY _____

VERSICO TOTAL ROOFING SYSTEM WARRANTY

(With Limited Coverage For Accidental Punctures)

VSW-5

Rev 1/15

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (Owner) of the building described below, that subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Total Roofing System (Versico Total Roofing System) installed by a Versico Authorized Roofing Contractor for a period of years commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond years subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand Materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Versico determines that the leak is caused by defects in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak.

3. This Warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:

(a) The Versico Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of mph or higher measured at 10 meters above ground, or

(b) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or:

(c) The Versico Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience; however, this warranty does provide limited coverage to provide for the repair of any leaks in the Versico Roofing System caused by accidental punctures (but not including punctures caused by snow removal or other trades during new construction). The extent of this limited warranty to repair punctures shall not exceed man-hours per year during the life of the warranty.

(d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or

(e) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System.

(f) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.

4. This Warranty shall be null and void if any of the following shall occur:

(a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or

(b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Information sheet which accompanies this Warranty.

5. Only Versico brand insulation products are covered by this warranty. Versico specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Versico brand insulation products.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, services, and warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

10. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Versico representative.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

OWNER:
BUILDING :

ROOFER:

DATE INSTALLATION COMPLETED :
DATE OF ACCEPTANCE BY VERSICO :
WARRANTY EXPIRATION DATE :

WARRANTY NUMBER:

VERSICO, a division of Carlisle Construction Materials Incorporated

P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 FAX

BY _____

VERSICO TOTAL ROOFING SYSTEM WARRANTY

(With Limited Coverage For Hail and Puncture)

VSW-7

Rev 01/15

Versico, a division of Carlisle Construction Materials Incorporated (Versico), warrants to the Building Owner (Owner) of the building described below, that subject to the terms, conditions, and limitations stated in this warranty, Versico will repair any leak in the Versico Total Roofing System (Versico Total Roofing System) installed by a Versico Authorized Roofing Contractor for a period of years commencing with the date of Versico's acceptance of the Versico Total Roofing System installation. However, in no event shall Versico's obligations extend beyond years subsequent to the date of substantial completion of the Versico Total Roofing System. See below for exact date of warranty expiration.

The Versico Total Roofing System is defined as the following Versico brand Materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Versico brand products utilized in this installation.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Versico with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Versico Total Roofing System. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.

2. If, upon inspection, Versico determines that the leak is caused by defects in the Versico Total Roofing System's materials, or workmanship of the Versico Authorized Roofing Contractor in installing the same, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak.

3. This Warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:

(a) The Versico Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hurricanes, and winds of (3 second) peak gust speeds of mph or higher measured at 10 meters above ground, and hail greater than inches in diameter (as reported by the National Climatic Data Center). Versico shall not be responsible for any changes in appearance of surface imperfections caused by hail incidents.

(b) Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or:

(c) The Versico Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience; however this warranty does provide limited coverage to provide for the repair of any leaks in the Versico Roofing System caused by accidental punctures (but not including punctures caused by snow removal or other trades during new construction). The extent of this limited warranty to repair punctures shall not exceed man-hours per year during the life of the warranty.

(d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Versico brand metal work, etc., occurs and causes a leak, or otherwise damages the Versico Total Roofing System; or

(e) Acids, oils, harmful chemicals and the like come in contact with the Versico Total Roofing System and cause a leak, or otherwise damage the Versico Total Roofing System.

(f) The Versico Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.

4. This Warranty shall be null and void if any of the following shall occur: (a) If, after installation of the Versico Total Roofing System by a Versico Authorized Roofing Contractor, there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Versico; or

(b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Versico's Care & Maintenance Information sheet which accompanies this Warranty.

5. Only Versico brand insulation products are covered by this warranty. Versico specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Versico brand insulation products.

6. During the term of this Warranty, Versico shall have free access to the roof during regular business hours.

7. Versico shall have no obligation under this Warranty while any bills for installation, supplies, services, and warranty charges have not been paid in full to the Versico Authorized Roofing Contractor, Versico, or material suppliers.

8. Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

9. Versico shall not be responsible for the cleanliness or discoloration of the Versico Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.

10. Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.

11. This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Versico representative.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE VERSICO ROOFING SYSTEM HAS BEEN INSTALLED

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

OWNER:
BUILDING :

ROOFER:

DATE INSTALLATION COMPLETED :
DATE OF ACCEPTANCE BY VERSICO :
WARRANTY EXPIRATION DATE :

WARRANTY NUMBER:

VERSICO, a division of Carlisle Construction Materials Incorporated

P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 FAX

BY _____

ROOF GARDEN SYSTEM WARRANTY

WARRANTY NO. _____

DATE OF ISSUE: _____

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE VERSICO ROOF GARDEN SYSTEM:

DATE OF ACCEPTANCE BY VERSICO:

Subject to all of the project information, promises, terms, conditions, limitations, and disclaimers contained in the Versico Total Roofing System Warranty, Warranty No (), and in this warranty, Versico, a division of Carlisle Construction Materials, warrants the performance of the Versico Roof Garden System in the following manner:

TRADITIONAL ROOF GARDEN OVERBURDEN WARRANTY

For a period of years from the Date of Completion, upon the report by the Owner of a warranty covered leak in the Versico Total Roofing System, Versico shall be responsible, at its cost, for the removal and replacement of those portions of the Versico Traditional Roof Garden System required to investigate and respond to the warranty service request. Should Versico's investigation reveal the cause of the leak to be outside the scope of the Versico Total Roofing System Warranty, overburden removal and reinstallation costs and the subsequent investigation and repair costs shall be paid to Versico by the Owner.

VEGETATION WARRANTY FOR MODULAR OR TRADITIONAL ROOF GARDEN SYSTEMS UTILIZING SEDUM MATS AND/OR SEDUM TILES

Twelve (12) months subsequent to the Date of Completion, the vegetation contained in the Versico Traditional or Modular Roof Garden System shall cover at least fifty percent (50%) of the surface of the system. Twenty-four (24) months subsequent to the Date of Completion, the said vegetation coverage shall be at least eighty percent (80%). If the promised coverage is not achieved, Versico, will, at its cost, take such steps to bring the coverage to the promised percentages. The value of the remedies necessary to bring the coverage to the promised percentages shall not exceed, singly or in the aggregate, over the twenty-four (24) month period of this warranty option, the original installed cost of the vegetation component of the Versico Traditional or Modular Roof Garden.

FURTHER TERMS, CONDITIONS, AND LIMITATIONS

1. THE VALUE OF THE REMEDIES STATED ABOVE SHALL NOT EXCEED, SINGLY OR IN THE AGGREGATE, OVER THE LIFE OF THIS WARRANTY, THE ORIGINAL INSTALLED COST OF THE VERSICO ROOF GARDEN SYSTEM.
2. THE VERSICO ROOF GARDEN SYSTEM WARRANTY IS CONTINGENT UPON THE EXCLUSIVE UTILIZATION OF VERSICO SUPPLIED PRODUCTS IN THIS INSTALLATION. THOSE PRODUCTS INCLUDE, BUT ARE NOT LIMITED TO: VEGETATION, GROWTH MEDIA, PROTECTION FABRIC, DRAINAGE MAT, MOISTURE RETENTION MAT, ROOT BARRIER, AND, WHERE SPECIFIED, VERSICO MODULAR ROOF GARDEN TRAYS.
3. THIS WARRANTY SHALL BE NULL AND VOID IF ANY OF THE FOLLOWING SHALL OCCUR:
 - (a) IF, AFTER INSTALLATION OF THE VERSICO TOTAL ROOFING SYSTEM BY A VERSICO AUTHORIZED ROOF GARDEN APPLICATOR THERE ARE ANY ALTERATIONS OR REPAIRS MADE ON OR THROUGH THE ROOF, ROOF GARDEN OR OBJECTS SUCH AS, BUT NOT LIMITED TO, STRUCTURES, FIXTURES, OR UTILITIES ARE PLACED UPON OR ATTACHED TO THE ROOF WITHOUT FIRST OBTAINING WRITTEN AUTHORIZATION FROM VERSICO; OR
 - (b) FAILURE BY THE OWNER TO DOCUMENT THE REQUIRED MAINTENANCE OF THE ROOF GARDEN. MAINTENANCE TO INCLUDE, BUT NOT LIMITED TO, THOSE ITEMS AND PROCEDURES LISTED ON VERSICO'S ROOF GARDEN CARE & MAINTENANCE REQUIREMENTS (ATTACHMENT IV) WHICH ACCOMPANIES THIS WARRANTY.
4. VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.
5. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE VERSICO TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Frank Palmer
AUTHORIZED SIGNATURE
TITLE: General Manager, Versico





Versico Plus V Warranty Extension

Versico Total System Warranty Number:

Date of Issue:

Subject to all of the project information, terms, conditions, limitations, and disclaimers contained in the Versico Total Roofing System Warranty, Serial No. **XXXXX**, and in this warranty, **Versico Roofing Systems** will extend the warranty expiration date of the original Total System Warranty by five (5) years if annual inspections and maintenance are performed as described below.

- A. Contact a Versico Authorized Gold Medal Quality or King's Court Contractor to register the Versico Total System Warranty prior to the one-year anniversary of the installation completion date (located on the Total System Warranty). Upon acceptance of the registration Versico will acknowledge to the building owner that the Total System Warranty has been approved for the five (5) year extension if the requirements of the program are met.
- B. A Versico Authorized Gold Medal Quality or King's Court Contractor must perform an annual inspection and maintenance visit in accordance with the Versico Inspection and Maintenance Checklist as a minimum. The first Plus V inspection must be conducted within 60 days prior to the second anniversary of the installation completion date as noted on the Versico Total System Warranty.
- C. Annual inspection and maintenance must be performed within 60 days prior to each anniversary of the installation completion date for the duration of the original warranty. A copy of the Versico Inspection and Maintenance Checklist and rooftop photos (at least 6 photos showing the condition of the roof and critical details) must be submitted to Versico by the Authorized Contractor within 30 days after the installation completion date anniversary. Documentation and photos can be submitted by mail to Versico Warranty Services, Attention Plus V Warranty, PO Box 1289, Carlisle PA 17013, or by email to plus5@versico.com.
- D. If Versico fails to receive your documentation within 30 days of the anniversary of the original warranty installation completion date Versico will notify the building owner on record that the Plus V Warranty Extension will terminate within 30 days if paperwork is not received by Versico. If the Plus V Warranty Extension is terminated the duration of the warranty coverage will revert to the original expiration date on the Total System Warranty.

Signature _____

Title _____

Date _____





**VersiGard® EPDM/VersiFleece® EPDM
MEMBRANE MATERIAL WARRANTY**

Subject to the following terms and conditions, Versico, a division of Carlisle Construction Materials Incorporated, warrants to the Buyer that the Versico membrane material (MEMBRANE) will not prematurely deteriorate to the point of failure because of weathering for a period of fifteen (15) years for 45-mil membrane or greater, twenty (20) years for 60-mil membrane or greater, or thirty (30) years for 90-mil membrane from the date of sales if properly installed, maintained and used for the purpose for which Versico intended.

If upon inspection by Versico, the Membrane shows premature deterioration because of weathering within the designated warranty period stated herein, Versico's liability and Buyer's remedies are limited at Versico's option to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by Versico based upon the number of remaining months of the unexpired warranty used to pro-rate at the current prices for the Membrane. The maximum pro-rated value allowed by Versico for repair or credit shall not exceed the original Membrane purchase price.

To validate this warranty, the registration information must be completed by the owner and mailed along with the copy of the invoice clearly indicating the material purchased within 10 days after the date of sale. Buyer shall give Versico notice of a claim under this warranty within thirty (30) days of discovering any premature deterioration of the membrane. Any claim under this warranty must be made in writing within the designated warranty period from the date of sale and must include a sample of the membrane for evaluation and response at the owner's expense.

This warranty refers to the deck membrane material only. Flashings, adhesives and other accessories contained in a membrane system are not covered by this or any other warranty, express or implied.

Versico shall not be responsible for the cleanliness or discoloration of the membrane material caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land or water serving the building.

NO REPRESENTATIVE OF VERSICO HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN AN INSTALLATION, WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO A STRUCTURE OR ITS CONTENTS UNDER ANY THEORY OF LAW. THIS WARRANTY IS NOT TRANSFERABLE OR ASSIGNABLE.

VERSICO VERSIGARD EPDM/VERSIFLEECE EPDM MEMBRANE MATERIAL WARRANTY

Detach here and return completed form along with a copy of the bill of sale or invoice for the membrane to:

VERSICO

P.O. Box 1289 • Carlisle, PA 17013

Attn: Warranty Services Department

DATE OF SALE: _____

Building Owner's Name: _____

Building Owner's Address: _____

Address and Location of Building: _____

Building Owner's Telephone Number: () _____ Contact: _____

Date Project Completed: _____

Roofing Contractor's Name: _____

Roofing Contractor's Address: _____

Type of Membrane: VersiGard EPDM 45-mil 60-mil 75-mil 90-mil
VersiFleece EPDM 45-mil 60-mil 90-mil

Warranty Requested: 15-year 45-, 60-, 75- or 90-mil
20-year 60-, 75- or 90-mil
30-year 90-mil

Size of Project: _____ Sq.Ft.

CARE & MAINTENANCE INFORMATION

The following items of maintenance information are not complete or exhaustive but are recommended for a single-ply roofing system.

- 1) Clogged drains should be avoided to insure equal load across your structure.
- 2) Ponding water that does not dry in 48 hours after a rain could cause damage to the roofing system. (The building owner is responsible for installing roof drains that meet this requirement. This includes new construction, reroofing, and structural distortion or sag requiring drain addition, relocation, or addition of tapered insulation.)
- 3) Petroleum products, if allowed to stand on the membrane, will have an adverse effect and may degrade the surface of the membrane. Keep all petroleum products off the membrane (solvents, greases, oils, or any other liquid containing petroleum).
- 4) Kitchen waste should not be exhausted onto the roof surface. They could reduce the life of your roof.
- 5) Foot traffic should be kept to a minimum. Any areas which require normal maintenance during a 30-day period should have walkways to and from, as well as in the work area.
- 6) Under no circumstances should roofing cements be used in conjunction with the membrane.
- 7) Areas such as counterflashings, curbs, and pipes should be kept sealed at all times.
- 8) If a leak occurs, don't assume that it is the membrane. Leaks are often the result of curbs skylights, hatches, metal work, or plumbing problems. Carefully survey the problem first.
- 9) If any new installation is required on your roof, contact your preferred roofing company for a recommendation as to how the unit is to be tied in to your existing roof. New work should be completed by an Authorized Versico Contractor familiar with membrane systems.

General maintenance trades working on your rooftop units, doing plumbing, welding, soldering, and other work, must use care and protection or they will could damage your roof. This type of damage is the owner's responsibility and not covered by the membrane warranty.

Versico
P.O. Box 1289
Carlisle, PA 17013
1-800-992-7663



VersiWeld® TPO/VersiFleece® TPO/VersiFlex® PVC/VersiFleece® PVC/VersiFlex KEE HP/VersiFleece KEE HP
MEMBRANE MATERIAL WARRANTY

Subject to the following terms and conditions, Versico, a division of Carlisle Construction Materials Incorporated, warrants to the Buyer that the Versico membrane material (MEMBRANE) will not prematurely deteriorate to the point of failure because of weathering for a period of fifteen (15) years for 45-mil membrane or greater, twenty (20) years for 60-mil membrane or greater, or thirty (30) years for select 80-mil membrane or greater from the date of sale if properly installed, maintained and used for the purpose for which Versico intended.

If upon inspection by Versico, the Membrane shows premature deterioration because of weathering within the designated warranty period stated herein, Versico's liability and Buyer's remedies are limited at Versico's option to the providing of repair material for the original Membrane or credit to be applied towards the purchase of a new Membrane, the value of these remedies being determined by Versico based upon the number of remaining months of the unexpired warranty used to pro-rate at the current prices for the Membrane. The maximum pro-rated value allowed by Versico for repair or credit shall not exceed the original Membrane purchase price.

To validate this warranty, the registration information must be completed by the owner and mailed along with the copy of the invoice clearly indicating the material purchased within 10 days after the date of sale. Buyer shall give Versico notice of a claim under this warranty within thirty (30) days of discovering any premature deterioration of the membrane. Any claim under this warranty must be made in writing within the designated warranty period from the date of sale and must include a sample of the membrane for evaluation and response at the owner's expense.

This warranty refers to the deck membrane material only. Flashings, adhesives and other accessories contained in a membrane system are not covered by this or any other warranty, express or implied.

Versico shall not be responsible for the cleanliness or discoloration of the membrane material caused by environmental conditions including, but not limited to, dirt, pollutants or biological agents.

Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land or water serving the building.

NO REPRESENTATIVE OF VERSICO HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN AN INSTALLATION, WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO A STRUCTURE OR ITS CONTENTS UNDER ANY THEORY OF LAW. THIS WARRANTY IS NOT TRANSFERABLE OR ASSIGNABLE.

VersiWeld® TPO/VersiFleece® TPO/VersiFlex® PVC/VersiFleece® PVC/VersiFlex KEE HP/VersiFleece KEE HP
MEMBRANE MATERIAL WARRANTY

Detach here and return completed form along with a copy of the bill of sale or invoice for the membrane to:

VERSICO
P.O. Box 1289 • Carlisle, PA 17013
Attn: Warranty Services Department

DATE OF SALE: _____

Building Owner's Name: _____

Building Owner's Address: _____

Address and Location of Building: _____

Building Owner's Telephone Number: (_____) _____ Contact: _____

Date Project Completed: _____

Roofing Contractor's Name: _____

Roofing Contractor's Address: _____

Type of Membrane: (circle one) VersiWeld TPO or VersiFleece TPO 45-mil 60-mil 80-mil
VersiFlex PVC or VersiFleece PVC 50-mil 60-mil 80-mil
VersiFlex KEE HP or VersiFleece KEE HP 50-mil 60-mil 80-mil

Warranty Requested: 15-year 45-, 50-, 60-, or 80-mil
20-year 60- or 80-mil
30-year 80-mil TPO or KEE HP

Size of Project: _____ Sq.Ft. _____

CARE & MAINTENANCE INFORMATION

The following items of maintenance information are not complete or exhaustive but are recommended for a single-ply roofing system.

1. Clogged drains should be avoided to insure equal load across your structure.
2. Ponding water that does not dry in 48 hours after a rain could cause damage to the roofing system. (The building owner is responsible for installing roof drains that meet this requirement. This includes new construction, reroofing, and structural distortion or sag requiring drain addition, relocation, or addition of tapered insulation.)
3. Petroleum products, if allowed to stand on the membrane, will have an adverse effect and may degrade the surface of the membrane. Keep all petroleum products off the membrane (solvents, greases, oils, or any other liquid containing petroleum).
4. Kitchen waste should not be exhausted onto the roof surface. They could reduce the life of your roof.
5. Foot traffic should be kept to a minimum. Any areas which require normal maintenance during a 30-day period should have walkways to and from, as well as in the work area.
6. Under no circumstances should roofing cements be used in conjunction with the membrane.
7. Areas such as counterflashings, curbs, and pipes should be kept sealed at all times.
8. If a leak occurs, don't assume that it is the membrane. Leaks are often the result of curbs skylights, hatches, metal work, or plumbing problems. Carefully survey the problem first.
9. If any new installation is required on your roof, contact your preferred roofing company for a recommendation as to how the unit is to be tied in to your existing roof. New work should be completed by an Authorized Versico Contractor familiar with membrane systems.

General maintenance trades working on your rooftop units, doing plumbing, welding, soldering, and other work, must use care and protection or they will could damage your roof. This type of damage is the owner's responsibility and not covered by the membrane warranty.

**VERSICO
P.O. Box 1289
Carlisle, PA 17013
1-800-992-7663**

VERSICO X-TENDA COAT LIMITED MATERIAL WARRANTY

Date of Issue:

Contractor Name:
Contractor Address:
City, State:

Project Name:
Project Address:
City, State:

Approval #

Subject to the following terms and conditions, Versico Roofing Systems, Inc., (“Versico”) warrants to the Buyer that the Acrylic Coating (“AC”) sold to the Buyer will be free from manufacturing defects at the time of its delivery to the job site.

If upon inspection by Versico, the AC evidences manufacturing defects, Versico’s liability and Buyer’s remedies are limited, at Versico’s option, to replacement of the defective AC at the F.O.B. point in the original contract of sale.

Versico further warrants that the AC material will not prematurely deteriorate to the point of failure because of weathering for a period of ten (10) years from the date of sale if properly installed, maintained and used for the purpose for which Versico intended. The acrylic coating will require annual maintenance to provide a reflective surface as well as to remove contamination from the environment.

If upon inspection by Versico, the AC shows premature deterioration because of weathering within the ten (10) year period stated herein, Versico’s liability and Buyer’s remedies are limited at Versico’s option to the providing of repair material product for the original AC.

Buyer shall give Versico written notice of a claim under this warranty within five (5) days of discovering of a manufacturing defect or premature deterioration of the AC.

This warranty refers to the AC material only. Accessories contained in an AC system are not covered by this warranty.

Versico shall not be responsible for the cleanliness, fading, or discoloration of the AC material caused by ordinary weathering or environmental conditions including, but not limited to, dirt, pollutants or biological agents.

NO REPRESENTATIVE OF VERSICO HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

BY: Frank Palmer

AUTHORIZED SIGNATURE _____

VERSICO, a division of Carlisle Construction Materials Incorporated



P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 Fax

VERSICO X-TENDA COAT LIMITED SYSTEM WARRANTY

Serial No. _____

Date of Issue: _____

**BUILDING OWNER:
NAME OF BUILDING:
BUILDING ADDRESS:
DATE OF COMPLETION OF ACRYLIC COATING SYSTEM:
DATE OF ACCEPTANCE BY VERSICO:**

Versico Roofing Systems, Inc., warrants to the Building Owner ("Owner") of the above described building, that; subject to the terms, conditions and limitations stated in this warranty, Versico will repair any leak originating from the Versico Acrylic Coating System or the roof coating accessories in the Versico Acrylic Coating System ("CACS") installed by an authorized applicator for a period of () years commencing with the date of Versico's acceptance of the CACS installation. However, in no event shall Versico's obligations extend beyond () years subsequent to the date of substantial completion of the CACS or any roofing components outside the CACS. See below for exact date of warranty expiration.

The CACS is defined as the Versico Acrylic Coating and any other Acrylic Coating Accessories.

TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Versico with written notice within five (5) days of the discovery of any leak in the CACS. Owner should send written notice of a leak to Versico's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Versico, the Owner authorizes Versico or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
- If, upon inspection, Versico determines that the leak is covered by this warranty, Owner's remedies and Versico's liability shall be limited to Versico's repair of the leak only in the CACS or CACS accessory. Versico's cumulative liability throughout the duration of this warranty shall not exceed the original installed cost of the CACS.
- This warranty shall not be applicable if, upon Versico's inspection, Versico determines that any of the following has occurred:
 - The CACS is damaged by natural disasters, including, but not limited to, lightning, fire, flood, wind, insect damage, mold, earthquake, tornado, hail, hurricanes (as defined by NOAA or national weather service, or other acts of God, or
 - The CACS is damaged by any intentional or negligent acts, accidents, misuse, abuse, excessive traffic, falling objects, damage caused by third parties or other trades, vandalism, civil disobedience, foreign objects, plant or animal life or the like.
 - Deterioration or failure of building components, including, but not limited to, the underlying roofing system(s), the roof substrate, walls, mortar, HVAC units, etc., occurs and causes a leak, or otherwise damages the CACS; or
 - Acids, oils, harmful chemicals and the like come in contact with the CACS and cause a leak, or otherwise damage the CACS.
 - Ponding water
- This Warranty shall be null and void if any of the following occur:
 - If, after installation of the CACS by an authorized applicator there are any alterations or repairs made on or through the CACS or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the CACS without first obtaining written authorization from Versico; or
 - Failure by the Owner to use reasonable care in maintaining the CACS.
 - Loss of coating adhesion or any damage to areas that pond water for 72 hours after a rain event, or;
 - Loss of coating adhesion or any damage to areas that pond water due to roof top equipment, or;
 - A deficient pre-existing condition or equipment is causing water entry.
 - Condensation accumulates and causes damage in the roof assembly due to changing the roof color from dark to light colors (i.e. black to white), or;
 - Condensation accumulates and causes damage in the roof assembly due to incorrect design or due to reduction in the vapor barrier effectiveness.
 - There are any alterations or repairs made on or through the completed CACS, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the complete CACS without first obtaining written authorization from Versico Roofing Systems.
 - Water or moisture enters the building through walls, copings, or any part of the building structure.
 - Failure of components in the existing roofing system including, but not limited to: tenting fasteners, existing roofing components become un-adhered.
 - Change in building use.
- During the term of this Warranty, Versico shall have free access to the roof during regular business hours.
- Versico shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the authorized applicator, Versico, or material suppliers.
- Versico's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- Versico shall not be responsible for the cleanliness or discoloration of the CACS caused by ordinary weathering and environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
- Versico shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
- This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the CACS by a Versico representative and fees will apply to any re-issuance. Versico reserves the right, in its sole discretion, to refuse to reissue this warranty.

VERSICO DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY VERSICO.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CACS OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. VERSICO SHALL NOT BE LIABLE FOR ANY DIRECT INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Frank Palmer
AUTHORIZED SIGNATURE _____
VERSICO, a division of Carlisle Construction Materials Incorporated
THIS WARRANTY EXPIRES:



P.O. Box 1289 Carlisle, PA 17013
(800) 992-7663 (717) 960-4035 Fax



Warranty and Warranty Conditions

AXITEC photovoltaic modules

AXITEC, LLC ("AXITEC") grants to the purchaser of such AXITEC Series AC photovoltaic modules ("Customer") a Product Warranty and a Performance Warranty against a reduction in cell performance with respect to the AXITEC Series AC photovoltaic modules purchased by Customer (the "Product"), each subject to the terms and conditions set forth herein (the "Warranty").

A. PRODUCT WARRANTY

Subject to the terms and conditions of this Warranty, AXITEC warrants for the period of twelve (12) years from the date of purchase of such Product by Customer; provided, however, that if the date of purchase of such Product by Customer is greater than two (2) years after the production date of such Product (details of this date can be obtained from AXITEC), then AXITEC warrants for the period of twelve years from the production date of such Product (the "Product Warranty Period") that the Product shall be free from defects relating to the material and workmanship (the "Product Warranty"). The junction boxes of the Tigo Energy and SolarEdge Technologies Inc. companies are excluded from this Product Warranty.

B. WARRANTY AGAINST REDUCTION IN CELL PERFORMANCE (PERFORMANCE WARRANTY)

Subject to the terms and conditions of this Warranty, AXITEC warrants for the period of twenty five (25) years from the date of purchase of such Product by Customer; provided, however, that if the date of purchase of such Product by Customer is greater than two (2) years after the production date of such Product (details of this date can be obtained from AXITEC), then AXITEC warrants for the period of twenty five (25) years from the production date of such Product (the "Performance Warranty Period"; the Product Warranty Period and the Performance Warranty Period are each a "Warranty Period"), that the Product will achieve the following performance values listed in Table 1 for the corresponding years (the "Performance Warranty"; collectively the Product Warranty and the Performance Warranty are the "Warranties" and each a "Warranty"). The reduction in performance relates in each case to the rated output specified on delivery.

The Performance Warranty shall not apply and AXITEC shall not have any obligation under the Performance Warranty if the reduction in performance is caused by damage or defects on module components such as the module glass, module frame, connection socket, bypass diodes, cables, connector and EVA and rear film, or as otherwise set forth herein.

Table 1

| | Years* | Performance* ** |
|---|--------|-----------------|
| a | 1 | 97.0% |
| | 2 | 96.5% |
| | 3 | 96.0% |
| | 4 | 95.5% |
| | 5 | 95.0% |
| | 6 | 94.5% |
| | 7 | 94.0% |
| | 8 | 93.5% |
| | 9 | 93.0% |
| | 10 | 92.5% |
| b | 11 | 92.0% |
| | 12 | 91.5% |
| | 13 | 91.0% |
| | 14 | 90.5% |
| | 15 | 90.0% |
| | 16 | 89.5% |
| | 17 | 89.0% |
| | 18 | 88.5% |
| | 19 | 88.0% |
| | 20 | 87.5% |
| | 21 | 87.0% |
| | 22 | 86.5% |
| | 23 | 86.0% |
| | 24 | 85.5% |
| | 25 | 85.0% |

* Years after sales or production date (see B)

** Performance less than the rated output specified on delivery

C. WARRANTY CONDITIONS

1. General information

- 1.1 The Warranties contained herein are non-assignable and non-transferable without the prior written consent of AXITEC, and third parties shall have no rights and benefits under this Warranty. This Warranty does not apply to distributors or installation companies, and the Warranty can only be enforced by Customers who have purchased the Products for their own use. The Warranties only covers the Product, and not related items.
- 1.2 The Warranties apply only to Products purchased by the Customer and supplied by AXITEC. Claims arising from either Warranty can only be asserted within the respective Warranty Period.

2. Limitations and Exclusions

- 2.1 AXITEC shall not have any obligation under either Warranty for defects in a Product:
- caused by incorrect installation, commissioning or operation or the improper removal and/or reinstallation of any Product;
 - caused by plant parts, fixtures and system components such as bypass diodes, connection cables, inverters or similar which have not been connected correctly to any Product;
 - caused by faulty wiring work, faulty installation work or faulty handling during such work;
 - caused by operation under ambient conditions or using methods deviating from Product specifications, the operating manual or details on the rating plate;
 - caused by glass breakage;
 - due to other influences, including dirt on the front glass, soiling or damage caused by smoke, salt or other dirt;
 - caused by use on mobile units such as vehicles or ships; or
 - due to the forces of nature, force majeure and other unforeseen circumstances outside the scope of influence of AXITEC, including earthquakes, typhoons, hurricanes/cyclones, volcanic eruptions, flooding, lightning strikes, snow damage (resulting from the maximum snow load specified in the



operating manual being exceeded), nuclear events, or if the Product is wilfully or maliciously damaged.

- 2.2 Micro-cracks may develop in the Product cells as a result of incorrect transportation, installation and operation, and such damage is specifically excluded from each Warranty provided hereunder.
- 2.3 Different colouring and shading may occur on all module components as a result of manufacturing and material processes during operation of the Product, and are specifically excluded from each Warranty provided hereunder.
- 2.4 CUSTOMER AND AXITEC AGREE THAT AXITEC'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY SHALL BE AT AXITEC'S OPTION TO REPAIR OR REPLACE THE DEFECTIVE PRODUCTS. THE WARRANTIES EXPRESSLY PROVIDED IN THIS WARRANTY LETTER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. IN NO EVENT SHALL AXITEC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR OTHER DAMAGES OF ANY KIND, WITH RESPECT TO USE OF THE PRODUCTS, OR IN ANY WAY RELATED TO THIS WARRANTY, REGARDLESS OF THE FORM OF ACTION (BE IT FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, CLAIMS OR DAMAGES RELATING TO PERSONAL INJURY, LOST REVENUE, INCREASED COST, DOWNTIME COSTS OR ANY OTHER INDIRECT OR CONSEQUENTIAL DAMAGES.

3. Right to Substitute Product

- 3.1. If a proper Warranty claim has been submitted pursuant to the terms and conditions of this Warranty, AXITEC shall either repair or replace the Product, in its sole discretion. In the event of the Product type is no longer being produced at the time of the Warranty claim, AXITEC reserves the right to supply another module type. This module type may differ in terms of size, shape, colour, working condition and/or performance. The residual time of the original applicable Warranty Period applies to newly supplied photovoltaic modules.

4. Warranty Claims

- 4.1. Notification of all Warranty claims must be made during the applicable Warranty Period, given in writing within eight (8) weeks of occurrence or detection, and include information as to the specific location and nature of the Warranty claim, to AXITEC at following address:

AXITEC, LLC
160 Greentree Drive, Suite 101
Dover, Delaware 19904
Attention: Warranty Claims
(<http://www.axitecsolar.us>)

- 4.2. AXITEC shall have no liability for any Warranty claim hereunder unless Customer provides proof of purchase of the Product, particularly the existence of an original purchasing receipt, and the undamaged condition of the serial number and Product label, along with the written notice of such Warranty claim pursuant to the terms and conditions of Section 4.1 hereof.
- 4.3. Whether a Warranty claim exists is governed by the STC (standard test conditions) valid at the beginning of the Warranty. The STC encompass framework conditions as is usual in the sector with which the output of a photovoltaic module is measured (see also IEC 61215 standard). The output is specified in Watt peak (Wp). It is incumbent upon the Customer to conduct this technical inspection.

- 4.4. Defective Product may only be sent back to AXITEC with the prior written agreement of AXITEC.
- 4.5. Should AXITEC replace Product pursuant to the terms and conditions of this Warranty, the Customer shall send or otherwise transfer the defective Product to AXITEC and return such Defective Product to AXITEC at Customer's expense.
- 4.6. This Warranty shall be governed by and construed in accordance with the laws of Delaware without regard to principles of conflicts of laws. The parties hereto irrevocably: (i) agree that any suit, action, or other legal proceeding arising out of or related to this Warranty or the Products shall be brought in the state or federal courts located in Dover, Delaware; (ii) consent to the jurisdiction of each such court in any suit, action or proceeding; (iii) waive any objection which they, or any of them, may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agree that service of process by registered or certified mail for Customer at the address listed beneath Customer's signature below, and for AXITEC at the address listed in Section 4.1, shall be good and sufficient service of process.
- 4.7. The Warranty of the parties is embodied in this writing and no other warranties are given beyond those set forth in this Warranty letter. This Warranty constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement and supersedes all prior agreements, warranties, or statements regarding the Product. This Warranty cannot be amended or modified in any way except in a writing signed by an officer of AXITEC.

AXITEC LLC



By: Steffen Wiedmann
Title: CEO



ESPEN Technology® Ballast Limited Warranty

PERIOD OF WARRANTY AND COVERAGE

Espen Technology, Inc. ("Espen Technology"), 7621 Somerset Blvd., Paramount, CA 90723, (562) 529-2938, warrants that its ballasts will be free of defects from material and workmanship from the date of manufacture, as indicated by the date code on each product, for the following periods.

| Product | Warranty Period |
|--|-----------------|
| High Power Factor Ballasts (case temperature 75°C or less) | 5 Years |
| High Power Factor Ballasts (case temperature 85°C or less) | 3 Years |
| High Power Factor Ballasts (case temperature 90°C or less) | 2 Years |
| Medium Power Factor Ballasts | 2 Years |

CONDITIONS

This express limited warranty is extended by Espen Technology only to the original or first end-user purchaser.

This warranty is conditional upon proper storage, installation, usage and maintenance.

Espen Technology is not responsible for any supplemental equipment not supplied by Espen Technology, which is used in connection with the ballast. Damage to all such supplemental equipment is expressly excluded from this warranty. Espen Technology is not responsible for any damage to the ballast resulting from the use of supplemental equipment not supplied by Espen Technology.

This warranty is not applicable to any ballast which is not installed and operated in accordance with the current edition of the Standards for Safety of Underwriter's Laboratory, Inc. (UL), The National Electric Code (NEC), the Standards for the American National Standards Institute (ANSI), applicable federal, state, and local codes, and with Espen Technology's most recent instructions and application guidelines for ballast installation.

This warranty is not applicable to any Espen Technology manufactured ballast that has been subject to abnormal or excessive stresses and operating conditions.

WARRANTY CLAIM AND SERVICE

If it appears within the specified warranty period that any Espen Technology ballast does not meet the warranty specified above, Espen Technology, at its sole discretion, will replace or repair the defective ballast.

In order to make a claim under the warranty, the customer must notify Espen Technology in writing, seeking return authorization, and provide the defective product to Espen Technology for evaluation at which time Espen Technology shall determine applicability of warranty. If the product is found to be defective under this warranty, Espen Technology, at its own option, will replace or repair the ballast. Espen Technology may pay a maximum of US\$10 to apply to labor charges at Espen Technology's discretion.

The conditions of any tests concerning ballasts which are alleged to be defective under this warranty shall be mutually agreed upon in writing and Espen Technology shall be notified of and represented at any such tests.

Returned Goods Authorizations (RGA)

Claimants should contact Espen Technology directly at (562) 529-2938 or 7621 Somerset Blvd, Paramount, CA 90723 for RGAs.

NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.

This warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any sort, statutory or otherwise, are provided or herein expressed. All Espen Technology's responsibilities regarding the ballast and the claimant's exclusive remedy are set forth by this warranty.

LIMITATION OF LIABILITY

Under no circumstances will Espen Technology be liable for any consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of use of ballast or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of services, down time cost, or claims of claimant's customers as a result of breach of contract, breach of warranty, tort, strict liability.

This warranty gives the claimant specific legal rights. The claimant may also possess other rights that vary from state to state.



GE Lighting

1975 Noble Road
Cleveland, OH 44112
USA

Applies to GE Lumination™ LED Luminaires purchased from GE between March 1, 2016 and the date on which this Limited Warranty document is later superseded.

GE Lumination™ LED Luminaires Five-Year Limited Warranty

WARRANTY: Subject to the terms and conditions specified in this Limited Warranty, GE Lighting ("GE"), a business of General Electric Company, warrants that GE Lumination™ LED luminaires ("Product") purchased directly from GE will be free from defects in material and workmanship until the earlier of (i) five (5) years from the date of manufacture, and (ii) 22,000 hours of operation. GE does not warrant the photoelectric controls, which are covered by the applicable warranty (if any) of the company that manufactured the photoelectric controls.

REMEDY: If a Product fails to meet the warranty set forth above, then GE will, at its option, either (i) repair the defective Product, (ii) provide a free replacement Product or replacement parts, F.O.B. GE's warehouse, or (iii) refund the purchase price paid to GE for the Product or replacement parts. Any replacement Product or part will be comparable in function, but may not be identical to the original. The replacement or repaired Product is warranted for the remainder of the original warranty period. GE is not responsible for labor and other costs associated with removal or reinstallation.

TERMS AND CONDITIONS: This Limited Warranty is VOID if Purchaser or the user fails to comply with any applicable instructions and recommendations of GE; if any components are replaced with components of other manufacturers; or if the Product is operated outside the specified electrical values or is subject to abnormal use or stress, including under/over voltage conditions, excessive switching cycles, and operation in environmental conditions (e.g., ambient temperature) outside normal specified operating range.

GE shall not be responsible for any failure of Products that result from external causes, including, but not limited to, acts of God; power surges that exceed product specification; improper power supply; fault or negligence of the Purchaser or user; improper or unauthorized use, installation, handling, storage, maintenance, alteration or service; any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use in installations including those contained in the latest National Electrical Code (NEC), the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), Europe (CE), Australia (C-Tick); or any cause other than a defect in the material or workmanship of the Product itself.

Notwithstanding anything to the contrary in this Limited Warranty, the LED module of the Product shall not be deemed to fail to meet the warranties above unless ten percent (10%) or more of the LEDs in the module do not light.

This limited warranty extends only to Purchaser, but GE will honor, under the terms of this Limited Warranty, valid warranty claims by Purchaser arising from a failure to meet the above warranty when the Product has been resold in new condition and used only by the original end user.

HOW TO MAKE A WARRANTY CLAIM: GE must issue a Return Material Authorization (RMA#) for all requests for warranty review. To make a warranty claim, retain the failed Products and notify your GE sales or customer service representative in writing within thirty (30) days of the failure. After contacting GE and receiving an RMA number, Purchaser shall promptly return the Product after receiving instructions regarding if, when, and where to ship the Product. The Product must be returned within 10 days of receiving RMA number, and the shipping box must be clearly marked with RMA number. Failure to follow this procedure shall void this Limited Warranty. GE reserves the right to examine all failed Product to determine the cause of failure and patterns of usage and shall be the sole judge as to whether any Product is defective and covered under this Limited Warranty.

LIMITS OF LIABILITY: THE FOREGOING LIMITED WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY AND REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF GE FOR THE SPECIFIED LED LUMINAIRES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL GE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES INCLUDING LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.



AOK LED Light 5/8 Years Warranty Terms

This is 5/8 years warranty terms promised and provided for AOK LED light product.

This term is based on the entire luminaire.

1. This warranty term starts since the date of purchase. And the date on the commercial invoice is taken as final;
2. This Guarantee is limited to common use: any damage caused by man-made (such as the user dismantles products, inappropriate use, inputs improper power and doesn't use the products according to the instruction, etc), the damage caused during the transportation or caused by any other suddenness, natural disaster, or maintains and refits the products not approved by us. This warranty term will not cover all above conditions of inappropriate use;
3. During the warranty term period, if the luminaire has failed, AOK is responsible to offer new replacement and covers the shipping cost.
4. If the damage is caused by below factors, AOK has the right to charge maintenance cost:
 - 1). The luminaire is out of validity date of guarantee.
 - 2). The damage due to force majeure (such as flood, fire, earthquake, lightning strike, typhoon, etc) or using the products inappropriately.
 - 3). The structure or circuitry of the luminaire amended by the users or third party.



10-YEAR COMMERCIAL WARRANTY

10-YEAR COMMERCIAL WARRANTY ON MILGARD PRODUCTS PURCHASED IN
UNITED STATES AFTER 08/1/11 (THIS IS NOT A CONSUMER WARRANTY)

Milgard Manufacturing Incorporated ("Milgard") guarantees to the original commercial purchaser ("Original Commercial Purchaser") of Milgard windows, doors or skylights* (hereafter referred to as "Products") installed in (i) a single family home or a multi-family home unit that is not owner-occupied or (ii) a building used for commercial, governmental, fraternal or religious purposes (collectively a "Covered Building") as new construction or as replacements, that Milgard will, at Milgard's option, either repair or replace any Products that are found to be defective in materials or workmanship during the ten (10)-year warranty period defined below ("Warranty Period") provided that Milgard receives prompt notice of such defective materials or workmanship. Milgard will pay the costs of parts and labor, except that the Original Commercial Purchaser must provide at no cost to Milgard any scaffolding or lift equipment that may be required to repair or replace the Product (e.g. because of the height or location of the Covered Building). If repair or replacement is not commercially practical or cannot timely be made, then Milgard will refund the purchase price. The foregoing remedies are the exclusive remedies for breach of warranty. For the repair of exterior painted surfaces that fail other than due to natural weathering, Milgard, at its option, will refinish, at its cost, the exterior painted surface to be similar in appearance to the original exterior surface.

PERSONS COVERED AND DEFINITION OF WARRANTY PERIOD

This Warranty extends to the Original Commercial Purchaser of Milgard Products installed in a Covered Building. The Warranty Period starts on the date of purchase of a Covered Building as new construction or the date of purchase of Milgard Products that are installed as replacements ("Start Date") and expires ten (10) years after the Start Date. In addition, if the Original Commercial Purchaser sells a Covered Building before ten (10) years has elapsed after the Start Date, Milgard will automatically extend full coverage under this Warranty (subject to the same limitations and exclusions) to the new commercial owner and any subsequent commercial owners of the Covered Building, until the tenth (10th) anniversary of the Start Date.

EXCLUSIONS FROM COVERAGE

This Warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, broken glass, alterations including but not limited to customer-applied finishes, minor imperfections in glass that do not affect the Product's structural integrity or significantly obscure vision, normal wear and tear including but not limited to natural weathering of exterior finishes, broken glass, acts of nature (e.g. fire, hurricane, etc.), condensation (moisture or ice forming on the surface of the glass or frame) or damage as a result of condensation (except to the extent such condensation or damages from such condensation are caused by failure of the Product), improper storage, improper handling, improper installation or failure to properly care for and maintain Milgard Products***. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this Warranty. Loss of functionality of hardware (except as provided below for stainless steel hardware**) in highly corrosive environments, which includes any Covered Building located within two miles of salt water and any Covered Building located in the State of Hawaii, is also excluded from coverage. For Milgard Products with argon or krypton gas-filled insulating glass, Milgard injects the gas at the time of manufacture. The gradual dissipation of inert gas may occur naturally

over time and is not a defect. Other than gas loss due to seal failure, this warranty does not cover the gradual dissipation of inert gas or the amount of inert gas remaining in the Milgard Products at any time after manufacture. This Warranty does not apply to any Products that are installed in a Covered Building that has a non-drainable EIFS or DEFS siding product.

Milgard WoodClad™ and Essence™ fiberglass windows and doors may, as an option, be purchased with unfinished wood interior surfaces that must be finished prior to, or immediately after installation for maximum protection. Unfinished wood surfaces that experience water damage at the jobsite or are left unfinished after installation and become stained or damaged will not be considered as defective in materials or workmanship under the terms of this Warranty.

Milgard reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, Milgard will have the right to substitute current Products and components of equal quality and as similar in appearance as possible. Milgard will not be obligated to replace discontinued Products and components for which no similar alternatives are available.

DISCLAIMER OF WARRANTY

Except for the express warranty contained herein, Milgard extends no other warranties, whether express, implied or statutory, and Milgard expressly disclaims the implied warranties of merchantability and fitness or a particular purpose.

LIMITATION OF REMEDIES

In no event will Milgard be liable for incidental, indirect, special or consequential damages, whether based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory. Such damages include, but are not limited to lost rents or profits, loss of use, claims of third parties and property damage. The statute of limitations applicable to all claims arising under this Warranty shall be one (1) year from the date the claim accrues.

CONTACT US

To obtain service under this Warranty, contact us at 1-800-Milgard or access Milgard's website at www.milgard.com. Please keep this certificate for your files.

* SCREENS AND SKYLIGHT COMPONENTS

Milgard will replace any Milgard window or door screen frame and mesh that is defective in materials or workmanship at no charge to the Original Commercial Purchaser (including parts and labor) for a period of one (1) year after the Start Date. Milgard will replace the electric motor or basic drive unit of Milgard's operable skylights that are defective in materials or workmanship at no charge to the Original Purchaser (including parts and labor) for a period of one (1) year after Start Date.

** STAINLESS STEEL HARDWARE

Milgard will replace at no charge (parts and/or labor) to the Original Commercial Purchaser stainless steel hardware that loses functionality in highly corrosive environments within one (1) year after the Start Date.

*** PROPER CARE AND MAINTENANCE

Please see the Care and Maintenance Instructions on the back side of this certificate or go to Milgard's website at www.milgard.com



Clearly the best.™



Your Milgard windows and patio doors will continue to perform well if given some simple, routine Care and Maintenance Instructions. With proper care, your windows and doors will continue to operate at their best and look great. Milgard's Warranty (see reverse side or access Milgard's website at www.milgard.com) does not cover damage or defects related to a failure to follow the Care and Maintenance Instructions below.

GLASS CARE

Proper care of your window and door glass is important to gain the maximum effectiveness of insulating, low-e or reflective glass. Any of the "Don't" actions listed below can damage the glass surface or destroy the insulating glass seal.

Don't use any petroleum-based cleaners or caustic chemicals on your glass.

Don't use a razor blade, abrasive pad or putty knife to clean the glass.

Don't use a high-pressure spray nozzle when rinsing your glass after washing.

Do clean glass with a mild dish soap and water. Rinse completely with clean water and wipe dry with a soft cloth to avoid water spots.

Avoid washing glass in direct sunlight for best results.

Do clean screens by first removing, then washing on a clean, flat surface with a mild soap and water solution using a soft brush. Rinse, dry and reinstall.

MOLD AND CONDENSATION

Water condensation can occur on your window and door interior surfaces if certain conditions exist. Often it's a warning to you that excessive moisture exists in your home that may facilitate mold growth. Condensation on interior window surfaces results from higher moisture content in the air contacting lower temperature surfaces on the glass or frames. The higher your home's interior humidity and the lower the outside air temperature, the more condensation can occur.

Do check all window sashes for smooth and regular operation. Increase interior home ventilation and air exchange devices if needed.

Do use your exhaust fans, especially when showering.

Do consider installing a dehumidifier. Use ceiling fans to improve air circulation.

Do open windows and doors when practical to allow interior moisture to escape.

PREMIUM EXTERIOR VINYL FINISHES

As with all painted finishes, natural weathering will occur over extended periods of time. Proper care of your painted surfaces is important in maintaining the luster and color of the finish. Over extended periods of exposure to the elements, Milgard windows may require professional touch up or re-application of the finish. Please consult a painting professional when you are ready to re-apply Milgard Premium Vinyl Finishes.

Do Use a soft wet brush or absorbent cloth to carefully remove debris stuck to the painted finish.

Do periodically wash Milgard finishes using warm water, and a mild detergent on a soft absorbent cloth.

Never use solvents or solvent based cleaners of any kind on Milgard finishes.

Never use a dry cloth or hard bristle brush to clean Milgard finishes.

SMOOTH OPERATION

Do lubricate the moving parts of window and door hardware if not operating smoothly. Use only a spray silicone product to lubricate moving parts, being careful not to apply excessive amounts. Wipe up any drips or spills. In salt-air environments, monthly cleaning and lubrication may be necessary to preserve function (see text of warranty on reverse side for the exclusion of warranty coverage for functionality of hardware in corrosive environments).

Do inspect weather stripping on operable windows and doors to be sure it seals evenly when closed.

Do make certain that the track area is kept clean. Frequent vacuuming will clear any accumulated dirt and dust.

Do adjust sliding door rollers for proper height clearances. Door rollers are adjusted with a screwdriver through access holes in either the end or side of the sliding panel, located near the bottom of the panel.

Do adjust rolling screen doors to slide smoothly. Use a screwdriver, in all four corners, to make adjustments.

Do check on the sliding door lock strike placement if you adjust the door rollers. Adjustment is made by loosening screw fasteners, moving strike plate and tightening. Re-check for proper lock operation.

DRAINAGE SYSTEMS

Windows and doors use a simple drainage system or 'weep' holes designed in the frame itself. These water drainage pathways must be kept clean and clear of any obstructions to operate effectively.

It's normal for water to accumulate in the sill or track area during a period of wind-driven rain. The weep system is designed to allow the water to drain to the outside as water builds up, or outside wind pressure subsides. Clogged weep holes may prevent excess water from draining. Over time standing water can damage your window or door and lead to structural damage from mold, mildew and wood rot if water enters your wall cavities.

Do keep all sill or track surfaces clean of dirt and debris.

Do make sure that exterior weep holes are clear of any debris, stucco, sand or other obstructions.

Do use a small, soft brush (such as an old toothbrush) to clear openings.

Do regularly inspect the exterior perimeter of your window and door frames for any cracks, or cracks in the adjacent siding material that can cause moisture to penetrate. If a crack appears, seal with a good grade of sealant according to the sealant manufacturer's instructions.

IMPORTANT DO'S AND DON'TS

DO: Clean the frame surfaces with mild soap and water.

DON'T: Use razor blades, putty knives or abrasive scrub pads.

DO: Use a commercial glass cleaner or mild soap and water.

DON'T: Use ANY petroleum-based cleaners or solvents.

DO: Clean window & door tracks and weep holes.

DON'T: Use oil-based lubricants or damage weep hole covers/baffles.

DO: Regularly check weather stripping and hardware performance.

DON'T: Add films or attachments to the glass.

DO: Read and understand your Warranty.

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

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 [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

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.

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.

Firestone

ISO INSULATION LIMITED WARRANTY

Warranty No: **SAMPLE**

FBPCCO # **SAMPLE**

Square Footage: **SAMPLE** s.f.

Building Owner: **SAMPLE**

Building Identification: **SAMPLE**

Building Address: **SAMPLE**

Warranty Period Of: **XX** Years Beginning on: **XX/XX/XXXX**

Roofing Contractor: **SAMPLE**

For the warranty period indicated above, Firestone Building Products Company, LLC (Firestone), an Indiana limited liability company, warrants to the Building Owner ("Owner") above, subject to the Terms, Conditions and Limitations set forth below, that when used under a Firestone manufactured roofing membrane, the Firestone ISO 95+ will not warp, bow, destabilize or delaminate to the point of causing a roof leak as a result of any manufacturing defect in the ISO 95+.

Terms, Conditions and Limitations

1. The owner must give written notice to Firestone within (30) thirty days of the discovery of any event leading to a claim under this warranty.
2. If upon inspection, Firestone determines that the owner has a valid warranty claim, Firestone will provide owner with free Firestone ISO 95+ and Firestone roofing membrane materials and will repair the affected roof area.
3. Firestone shall have no obligations under this Limited Warranty, or any other liability, now or in the future if the Firestone ISO 95+ is damaged by:
 - (a) Natural forces, disasters, or acts of God including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals;
 - (b) Any act(s) conduct or omissions(s) by any person, or act(s) of war, which damages the Membrane or which impairs the Membrane's ability to resist leaks;
 - (c) Failure by the owner to use reasonable care in maintaining the roof, said maintenance to include, but not limited to, those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide;"
 - (d) Deterioration or failure of building components, including but not limited to, the roof substrate, walls, mortar, HVAC units, etc.;
 - (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials;
 - (f) Any acid, oil, harmful chemical and the like which comes in contact with the ISO 95+, which damages the ISO 95+, or which impairs the Membrane's ability to resist leaks;
 - (g) Alterations or repairs to the ISO 95+ not approved in writing by Firestone;
 - (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate;
 - (i) A change in building use or purpose;
 - (j) Failure to give proper notice as set forth in paragraph 1 above.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: **John R. Geary**

Authorized

Signature: _____

Title: _____

VP of Quality, Technology & Product Development

METAL PAINT FINISH LIMITED WARRANTY

Warranty No: _____ **FBPCO #** _____ **Square Footage:** _____ **s.f.** _____
Building Owner: _____
Building Identification: _____
Building Address: _____
Warranty Period Of: _____
Roofing Contractor: _____

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), a division of BFS Diversified Products, LLC, an Indiana limited liability company, warrants to the Purchaser that, subject to the Terms, Conditions and Limitations set forth below, the exterior paint finish ("Finish") on the UNA-CLAD brand coil-coated metal ("UNA-CLAD Metal") supplied by Firestone as part of the Firestone Project (FBPCO) Number listed above, will not exhibit the following exterior surface conditions, measured at the values listed below by Group: 1) Peeling, checking or cracking, except for crazing or cracking that may occur on formed edges or bends of the metal roofing panels and trim, 2) Chalking in excess of a numerical rating, Vertical and Non-Vertical, listed below, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed thirty (30) years, or 3) Fade or change in color in excess of the Vertical rating listed below in color difference units, as measured on exposed surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed thirty (30) years.

TERMS, CONDITIONS AND LIMITATIONS

Group 1: Adhesion – 35 years, Chalk – 30 years at 8, Fade – 30 years at 5: Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone, Sherwood Green, Sierra Tan, Sky Blue, Slate Gray, Stone White, Terra Cotta, Tropical Patina, Champagne Metallic, Classic Copper, Silver Metallic

Group 2: Adhesion 35 years, Chalk – 30 years at 8, Fade – 30 years at 7: Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

Group 3: Adhesion – 35 years, Chalk – 20 years at 8, Fade – 20 years at 9: Brandywine, Matte Black, Regal Red, Electric Blue, Award Blue

- Product Usage.** This Metal Paint Finish Limited Warranty (the "Limited Warranty") is limited exclusively to metal roofing panels and trim fabricated from UNA-CLAD Metal and installed in accordance with Firestone technical specifications.
- Notice.** In the event any peeling, checking, cracking, chalking, fading or excessive color change are observed by the Purchaser, the Purchaser must give notice in writing or by telephone to Firestone within thirty (30) days of any such observation. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. By so notifying Firestone, the Purchaser authorizes Firestone or its designee to investigate the surface condition of the UNA-CLAD Metal.
- Investigation and Remedy.** If upon investigation, Firestone determines that the surface condition of the UNA-CLAD Metal is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Purchaser's sole and exclusive remedy and Firestone's total liability shall be limited to the refinishing of the UNA-CLAD Metal as determined by Firestone to require refinishing. Any and all refinishing work so performed by Firestone in compliance with this warranty shall be performed by using any standard finishing practices and materials. If the investigation reveals that the surface condition of the UNA-CLAD Metal is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Purchaser to pay for these costs shall render this Limited Warranty null and void.
- Disputes.** Any dispute, controversy or claim between the Purchaser and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Purchaser and Firestone do not resolve the dispute, controversy or claim in mediation, the Purchaser and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the U.S. District Circuit, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Paint Finish Colors.** This warranty shall extend only to standard colors identified as such in Firestone published literature at the date of issuance of this Limited Warranty or as approved in writing by Firestone. Colors identified as "metallic" by Firestone are not warranted against fade or change in color.
- Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone has been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the fabrication and installation of the UNA-CLAD Metal.
- Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if peeling, checking, cracking, chalking, fading or excessive color change of the UNA-CLAD Metal is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to wind, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the UNA-CLAD Metal (c) Failure by the Purchaser to use reasonable care in maintaining the UNA-CLAD Metal, said maintenance to include, but not limited to those items listed in the "Firestone / UNA-CLAD Paint Finish Cleaning and Maintenance Guide" on the reverse side of this Limited Warranty; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or moisture infiltration in, through, or around the walls, copings, rooftop, hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the UNA-CLAD Metal, including but not limited to chemical fumes, salt water spray or any installation within 1500 feet of a saltwater environment, surface temperatures that exceed 200 degrees Fahrenheit, airborne sand abrasion, metal shavings, standing water or the continuous spray of water (h) Alterations or repairs to the metal roofing panels and trim not approved in writing by Firestone; (i) Any failure caused by the attachment or mounting of any item or device to or near the metal roofing panels and trim, or by improper handling during fabrication and installation, including but not limited to, improper equipment fabrication, storage, transportation, erection, placement or failure to immediately remove strippable protective film coatings; (j) Failure to give proper notice as set forth in paragraph 1(a) above; (k) any punched or vented steel.
- Transfer.** This Limited Warranty shall be transferable subject to Firestone's inspection and written approval, and to Purchaser's payment of the current transfer fee set by Firestone.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the UNA-CLAD Metal during regular business hours. In the event that access is limited due to security or other restrictions, Purchaser shall reimburse Firestone for all reasonable cost incurred during inspection and/or refinishing of the UNA-CLAD Metal that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the UNA-CLAD Metal for inspection and/or refinishing.
- Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

Authorized

Signature: _____

Title:

FIRESTONE / UNA-CLAD PAINT FINISH CLEANING AND MAINTENANCE GUIDE

Although UNA-CLAD factory-applied finishes are extremely durable, a periodic cleaning to remove build-ups of resins and other residue is a good idea to extend coating life. A variety of methods for removal of surface deposits are available. Simple washing with plain water using hoses or pressure spray equipment is usually adequate. When heavy deposits of dirt or other contaminants dull surfaces, stronger methods may be needed.

Two precautions should be observed: (1) do not use wire brushes, abrasives, or similar cleaning tools which will mechanically abrade the coatings surface, and (2) certain cleaning agents listed below should be tested in an inconspicuous area before use on a large scale.

GROUP A: HOT OR COLD DETERGENT SOLUTIONS

A 5% solution in water of commonly used commercial and industrial detergents will not have any deleterious effect on a fluoropolymer surface. These solutions should be followed by an adequate rinse of water. Use a cloth or sponge for application.

GROUP B: SOLVENTS

Most organic solvents are flammable and/or toxic, and must be handled accordingly. Read the manufacturer's Material Safety Data Sheets (MSDS). Keep away from open flames, sparks and electrical motors. Use adequate ventilation, protective clothing, and goggles. Solvent that may be used to remove non-water soluble deposits such as tar, grease, oil, paint, and graffiti from fluoropolymer surfaces include:

- Ethanol(denatured alcohol)
- Isopropyl alcohol (rubbing alcohol)
- Methanol (wood alcohol) Note: methanol is toxic

The above alcohols have no permanent effect on fluoropolymer surfaces.

GROUP C: PETROLEUM SOLVENTS AND TURPENTINE

- VM&P naphtha
- Mineral spirits
- Kerosene
- Turpentine (wood or gum spirits)

The above solvents have no permanent effect on fluoropolymer surfaces.

GROUP D: AROMATIC AND CHLORINATED SOLVENTS

- Xylol (Xylene) Toluol (Toluene)
- Perchlorethylene (Perclene)
- Trichlorethylene (Triclene)

Note: Perchlorethylene and Trichlorethylene are toxic.

The above solvents should be used with caution on a fluoropolymer surface. Limit contact with solvent to five minutes maximum and test before using.

GROUP E: KETONES, ESTERS, LACQUER THINNER AND PAINT REMOVER

- Methyl isobutyl ketone (MIBK)
- Ethyl acetate (nail polish remover)
- Butyl acetate
- Lacquer thinner
- Paint remover (non-flammable)

The above solvents should be used cautiously on a fluoropolymer surface. Limit contact to fluoropolymer surface and test before using. Note: There are many formulations of paint remover on the market. It is possible that some will remove the fluoropolymer surface. Proceed very cautiously in use of paint remover. Metal supplier and coating manufacturer are not responsible for damage from unrestricted use.

GRAFFITI

Graffiti presents a special problem because of the many possible agents used, especially aerosol paint. It is best to try soap and water first. If needed, try the less active solvents from Groups B, C, and D. Next, try the stronger solvents in Group E. If none of these are satisfactory, it may be necessary to resort to touchup, repaint or replacement.

MILDEW

In areas subject to high humidity levels, dirt and spore deposits can permit mildew growth to occur. The following solution is recommended to remove mildew when necessary:

- 1/3 cup dry powdered laundry detergent (such as Tide®)
- 1 quart sodium hypochlorite 5% solution (such as Clorox®)
- 3 quarts water

RUST STAINS

Hydrochloric, citric acid, or muriatic acid, diluted with ten volumes of water, may assist in removing rust stains from fluoropolymer surfaces. Limit contact to five minutes. Oxalic acid solutions or acetic acid (vinegar) may be used for the same purpose. Flush with water. Caution: Acid solutions are corrosive and toxic. Flush all surfaces with copious amounts of water after use.

NOTE: Misuse or abuse of any of the cleaning agents listed above may result in the voiding of the Firestone Metal Paint Finish Limited Warranty. For more information contact Firestone Roofing Solutions at 1-800-428-4511.



250 West 96th Street | Indianapolis, IN 46260
1-800-428-4442 | 1-317-575-7000 | FAX 1-317-575-7100
www.firestonebpc.com

**FIRESTONE PLATINUM-P
ROOFING SYSTEM LIMITED WARRANTY**

| | | | |
|---------------------------------|--|------------------------|-------------|
| Warranty No: | FBPCO # | Square Footage: | s.f. |
| Building Owner: | <div style="border: 1px solid black; padding: 20px; font-size: 2em; font-weight: bold;">SAMPLE</div> | | |
| Building Identification: | | | |
| Building Address: | | | |
| Warranty Period Of: | | | |
| Roofing Contractor: | | | |

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions, and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

1. The Firestone PLATINUM Roofing System is composed of all Firestone materials. Any materials not manufactured or supplied by Firestone are not covered under this warranty and are listed herein:
2. In the event any leak should occur in the System: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this limited warranty, the Owner's sole and exclusive remedy and Firestone's liability will be limited to the repair of the leak. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Firestone PLATINUM P Roof System Limited Warranty ("Limited Warranty") null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone licensed applicator and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.
4. As a special term of this warranty, Firestone will repair any leaks caused by unintentional and occasional damage to the membrane as a result of normal rooftop inspection, maintenance or service.
5. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55 MPH calculated at ten(10) meters above ground using available meteorological data;(c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide"; (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone; (i) The design of the roofing system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads;(k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
6. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
7. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
8. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
9. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

SAMPLE

Authorized Signature: _____

Title: _____

Firestone

MODIFIED BITUMEN MEMBRANE LIMITED PRODUCT WARRANTY

Building Owner: _____ Phone No.: _____

Building Identification: _____

Building Address: _____

Warranty Period of: _____ Years, Beginning on: _____

Roofing Contractor: _____ Phone No.: _____

WARRANTY PERIOD (Select Membrane)

- | | | |
|---------------------------------|--|---|
| 10 Years From Date of Purchase: | <input type="checkbox"/> Firestone APP 160 or 170 (coated or uncoated) | <input type="checkbox"/> Firestone APP 180 |
| | <input type="checkbox"/> Firestone APP 160 or 170 COOL (coated or uncoated) | <input type="checkbox"/> Firestone APP 180 FR |
| | <input type="checkbox"/> Firestone SBS (Granule Surfaced) | |
| 12 Years From Date of Purchase: | <input type="checkbox"/> Firestone APP 160 or 170 (with approved coating) | <input type="checkbox"/> Firestone APP 180 |
| | <input type="checkbox"/> Firestone APP 160 or 170 COOL (with approved coating) | <input type="checkbox"/> Firestone APP 180 FR |
| | <input type="checkbox"/> Firestone SBS (Granule Surfaced) | |
| 15 Years from Date of Purchase: | <input type="checkbox"/> Firestone APP 160 or 170 (with field applied Firestone Roof Coating over fully-adhered interply(s)) | |
| | <input type="checkbox"/> Firestone APP 180 over fully-adhered interply(s) | <input type="checkbox"/> COOL |
| | <input type="checkbox"/> Firestone APP 180 FR over fully-adhered interply(s) | <input type="checkbox"/> COOL |
| | <input type="checkbox"/> Firestone SBS (Granule Surfaced) installed over fully-adhered interply(s) | <input type="checkbox"/> COOL |

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Purchaser that Firestone will, subject to the Terms, Conditions, and Limitations set forth below, provide replacement Membrane material or a prorated credit (based upon the remaining months of the unexpired warranty) sufficient to replace any area of Firestone Modified Bitumen Membrane ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's repair obligation over the life of this warranty is limited to the owner's original cost of the Membrane.

TERMS, CONDITIONS, AND LIMITATIONS

- The Membrane is limited to mean the Firestone brand Modified Bitumen Membrane when installed in accordance with Firestone Technical Specifications.
- In the event that a potential claim is suspected due to roof leaks that would be covered by this warranty: (a) The Purchaser must give written notice to Firestone within thirty (30) days of the discovery of a potential claim along with a copy of the purchase invoice and three 12" x 12" samples from the roofing membrane. Two samples must be from the suspected area and one must be from another area. By so notifying Firestone, the Purchaser authorizes Firestone or its designee to investigate the claim. (b) If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth below and is the result of ordinary exposure to the elements or a manufacturing defect in the Membrane, the Owner's sole and exclusive remedy and Firestone's liability will be limited to providing replacement Membrane (or a prorated credit). (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions, and Limitations set forth below, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Modified Bitumen Product Limited Warranty ("Limited Warranty") null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.
- Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the Firestone applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Membrane.
- Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, wind, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the Membrane or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the Membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Firestone Roofing Care and Maintenance;" (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing Membrane, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof Membrane is appropriate; (i) A change in building use or purpose; (j) Ponding; (k) Failure to give proper notice as set forth in paragraph 2(a) above.
- This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
- During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the Membrane that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the Membrane for inspection and/or repair.
- Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE ROOFING CARE AND MAINTENANCE

(For Modified Bitumen Product Limited Warranty)

Congratulations on your purchase of a Firestone Roofing Membrane! Your roof is a valuable asset and as such should be properly maintained. **All roofs and roofing systems require periodic maintenance to perform as designed and to keep your Limited Warranty in full force and effect.**

1. The roof should be inspected at least twice yearly (in the Spring and Fall), and after any severe storms. Record maintenance procedures as they occur. Log all access times and parties working on the roof.
2. Proper maintenance and good roofing practice requires that ponded water (defined as standing water on the roof forty-eight (48) hours after it stops raining) not be allowed on the roof. Roofs should have slope to drain and all drain areas must remain clean. Bag and remove all debris from the roof since such debris can be quickly swept into drains by rain. This will allow for proper water run-off and avoid overloading the roof with ponded water.
3. The Firestone Roofing Membrane should not be exposed to acids, solvents, greases, oil, fats, chemicals and the like. If the Firestone Roofing Membrane is subject to contact with any such materials, contact Firestone immediately.
4. The Firestone Roofing Membrane is designed to be a waterproofing membrane. If there is to be roof traffic for any reason, contact your Firestone Licensed Applicator before proceeding for the installation of approved protective walkways.
5. Some Firestone roofing membranes require maintenance of the surface of the membrane in order to perform as designed:
 - a) The application of an approved liquid coating, such as Aluminum Roof Coating or Firestone Acrylic Coating System for Asphalt to smooth surfaced APP membranes provides additional protection from the environment. If this coating is not applied as part of the initial roofing installation, it should be applied within the first five years after the roof is installed to help protect the membrane from surface cracking inherent in such asphalt products. In addition, this coating should be maintained as needed to recover any areas of the coating that have blistered, peeled or worn through.
 - b) Granule surfaced APP and SBS membranes do not normally require surface maintenance other than periodic inspection for contaminants (See Item 3.), cuts or punctures. If areas of granular loss are discovered during inspection, new granules should be broadcast into hot asphalt or emulsion to protect the surface of the membrane.
6. All counterflashing, metal work, drains, skylights, equipment curb and supports, and any other rooftop accessories functioning in conjunction with the Firestone Roofing Membrane must be properly maintained at all times.
7. If any additional equipment is to be installed on your roof (e.g. HVAC units, TV antennas, etc.), contact Firestone, in writing, for approval before proceeding.
8. Should there be an addition to the building, requiring tie-in to the existing Firestone Roofing Membrane, contact Firestone before proceeding to ensure the tie-in is in accordance with Firestone specifications.
9. Should you have a problem:
 - a) Check for the obvious: clogged roof drains, loose counterflashings, broken skylights, open grills or vents, broken water pipes.
 - b) Note conditions resulting in leakage. Heavy or light rain, wind direction, temperature and time of day that the leak occurs are all important clues to tracing roof leaks. Note whether the leak stops shortly after each rain or continues to drip until the roof is dry. If you are prepared with the facts, the diagnosis and repair of the leak can proceed more rapidly.
 - c) Contact Firestone Warranty Claims at 1-800-830-5612 immediately...but please don't call until you are reasonably sure that the Firestone Roofing Membrane is the cause of the leak.

Firestone feels that the preceding recommendations will assist you, the building owner, in maintaining your building for many years. Remember, your building is an investment. To maximize your return on this investment, appropriate care is essential.

Firestone
BUILDING PRODUCTS
NOBODY COVERS YOU BETTER.™

310 East 96th St., Indianapolis, IN 46240
1-800-428-4442 • 1-317-575-7000 • Fax 1-317-575-7100
www.firestonebpco.com



ASPHALT MEMBRANE LIMITED WARRANTY

Warranty No: {ins#0}

FBCPO #{ins#1}

Square Footage: {ins#2} s. f.

Building Owner: {ins#3}

Building Identification: {ins#4}

Building Address: {ins#5}

Warranty Period Of: {ins#8} Years Beginning on: {ins#6}

Roofing Contractor: {ins#7}

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Asphalt Roofing Membrane ("Membrane") as a result of weathering due to ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's repair obligation over the life of this warranty is limited to the Owner's original cost of the Membrane.

TERMS, CONDITIONS AND LIMITATIONS

1. The Membrane is limited to mean the Firestone brand Asphalt Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of the discovery of a potential claim along with three 12" x 12" samples from the roofing membrane. Two samples must be from the suspected area and one must be from another area. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's liability will be limited to the repair of the leak. (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations set forth herein, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Asphalt Membrane Limited Warranty ("Limited Warranty") null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed or registered applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Membrane.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, wind, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the Membrane or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the Membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing Membrane, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof Membrane is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above; (k) Pooled water.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the Membrane that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the Membrane for inspection and/or repair.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: John R. Geary

Authorized

Signature:

Title: VP of Quality, Technology & Product Development

Firestone

ROOFING MEMBRANE LIMITED WARRANTY

Warranty No: **SAMPLE**

FBPCO #**SAMPLE**

Square Footage: **SAMPLE** s.f.

Building Owner: **SAMPLE**

Building Identification: **SAMPLE**

Building Address: **SAMPLE**

Warranty Period Of: **(5) (10) (15) (20) Years Beginning on: SAMPLE**

Roofing Contractor: **SAMPLE**

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations, set forth below, provide replacement membrane materials sufficient to replace any area of Firestone Roofing Membrane ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's replacement obligations over the life of this warranty are limited to the owners original cost of the Membrane, prorated based on the remaining months of the unexpired warranty.

TERMS, CONDITIONS AND LIMITATIONS

1. The Membrane is limited to mean the Firestone brand Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is caused by deterioration in the Membrane as a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the supply of replacement membrane material sufficient to replace the affected area of membrane; (c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Membrane Limited Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by Firestone to be outside the scope of this Limited Warranty, Firestone shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the System or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the surface of the System for inspection and/or repair. Failure by Owner to pay these coats or to deny roof access to Firestone shall render this Limited Warranty null and void.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.
9. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY

By:

Authorized

Signature: _____

Title: _____

**SAMPLE – NOT A
VALID
WARRANTY**



RUBBERGARD MAX

RED SHIELD ROOFING SYSTEM AND DAMAGE REPAIR LIMITED WARRANTY

Warranty No: _____ **FBPCO #** _____ **Square Footage:** _____ **s.f.** _____
Building Owner: _____
Building Identification: _____
Building Address: _____
Warranty Period Of: _____
Roofing Contractor: _____

SAMPLE

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

- The System is limited to mean the Firestone brand reinforced membranes, Firestone brand insulation, Firestone brand metal, and other Firestone brand accessories when installed in accordance with Firestone technical specifications.
- In the event any leak should occur in the System: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth herein, the Owner's sole and exclusive remedy and Firestone's liability will be limited to the repair of the leak; (c) Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner is responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Red Shield Roof System Limited Warranty ("Limited Warranty") null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone licensed applicator and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Firestone has no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.
- As a special term of this warranty, Firestone will repair any leaks caused by unintentional and occasional damage to the membrane as a result of rooftop inspection, maintenance or service.
- Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55 MPH calculated at ten(10) meters above ground using available meteorological data; (c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System, said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide"; (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone; (i) The design of the roofing system; Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads; (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
- This Limited Warranty is transferable subject to Firestone inspection, approval, and payment of the current transfer fee.
- During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or
- other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
- Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PRESIDENT OF FIRESTONE OR A PERSON TO WHOM HIS AUTHORITY HAS BEEN DELEGATED IN WRITING. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

SAMPLE

Authorized
Signature:

Title:

Firestone
BUILDING PRODUCTS

NOBODY COVERS YOU BETTER.®

250 West 96th Street – Indianapolis, IN 46260
1-800-428-4442 * 1-317-575-7000 * FAX 1-317-575-7100
www.firestonebp.com

RED SHIELD WARRANTY



ROOFING SYSTEM LIMITED WARRANTY Red Shield Medallion

Warranty No:
Building Owner:
Building Identification:
Building Address:
Warranty Period Of:
Roofing Contractor:

FBPCO #

Square Footage:

s.f.

SAMPLE

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any leak in the Firestone Roofing System ("System").

TERMS, CONDITIONS AND LIMITATIONS

- Products Covered.** The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator.
- Notice.** In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Limited Warranty. Evidence of this notice shall be the receipt by Owner of a Firestone Leak Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak.
- Investigation.** If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Red Shield Roofing System Limited Warranty (the "Limited Warranty"), the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.
- Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
- Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.
Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (b) Winds of peak gust speed at or in excess of 55 MPH calculated at ten(10) meters above ground using available meteorological data; (c) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or which impair the System's ability to resist leaks; (d) Failure by the Owner to use reasonable care in maintaining the System; said maintenance to include, but not be limited to, those items listed on the reverse side of this Limited Warranty entitled "Building Envelope Care and Maintenance Guide"; (e) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, skylights etc.; (f) Construction-generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Acid, oil, harmful chemicals, or the reaction between them; (h) Alterations or repairs to the System that are not completed in accordance with Firestone's published specifications, not completed by an approved contractor, and/or not completed with proper notice to Firestone; (i) The design of the roofing system. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (j) Improper selection of materials for the roof assembly or the failure to accurately calculate wind uplift and/or roof loads; (k) Deterioration to metal roofing materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (l) Change in building use or purpose.
- Transfer.** This Limited Warranty shall be transferable subject to Owner's payment of the current transfer fee set by Firestone.
- Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.
- Roof Access.** During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the damage caused by, removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding accepted stone ballast or pavers, as necessary to expose the system for inspection and/or repair.
- Waiver.** Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
- Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State's rules on conflict of laws.
- Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By:

SAMPLE

Authorized

Signature:

Title:

040907

Firestone

FIRESTONE WARRANTY GENERAL TERMS, CONDITIONS AND LIMITATIONS



Warranty No:
Project No:
Start Date:

SAMPLE

Building Identification:
Building Address:
Building Owner:
Roofing Contractor:

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Materials or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Materials, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at www.firestonebpco.com in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure. Such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Failure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Failure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials; or, Failure to correct all installation deficiencies listed in any Firestone inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka – Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone approval.

Access. During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

Disputes. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty or relating to any material supplied or specifically required by Firestone shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Indiana without regard to its rules on conflict of laws.

Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED IN SUBSEQUENT PAGES.

Firestone

Firestone Building Products

200 4th Avenue South • Nashville, TN 37201
800-428-4442 • firestonebpco.com

1001.001.2018

**FIRESTONE RED SHIELD™ ROOF SYSTEM
LIMITED WARRANTY**



SAMPLE

Warranty No:
Project No:
Start Date:

Building Identification:
Building Address:
Building Owner:
Roofing Contractor:

Name of Roof Area
Red Shield – Material Type – XX Years – 55 MPH

Square Footage: XXXXX

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the Firestone Roofing System ("System") caused by deterioration in the Firestone brand material due to normal weathering or any manufacturing or workmanship defect in the System within the scope of this warranty during the period specified above.

TERMS, CONDITIONS AND LIMITATIONS

Products Covered. The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.

Notice. In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak at its option.

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Hail; Winds of peak gust speed at or in excess of 55 MPH calculated at ten (10) meters above ground using available meteorological data (all associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements); Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone; Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or, Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka – Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC
By:

Authorized
Signature:

SAMPLE

Title:

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT.
ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

Firestone
Firestone Building Products

1003.001.2018

FIRESTONE RED SHIELD™ WARRANTY
THE ONE THAT STANDS ALONE.



Firestone
BUILDING PRODUCTS

NOBODY COVERS YOU BETTER™

www.firestonebpco.com

Firestone Red Shield™ Warranty. Nobody covers you better.

The Firestone Red Shield Warranty. It's the one the competition has never managed to equal, because no other roofing manufacturer can match the resources of Firestone Building Products.

For example, Firestone has warranted roofing systems for over 25 years. That's a record few other companies can match. And with Firestone Red Shield coverage, you can choose warranties on all roof types, with no dollar limit for material and labor.*

Need more proof? Firestone warranties offer coverages from five years all the way up to 30 years. And you can even transfer Red Shield warranty coverage from owner to owner. Finally, with the Firestone Red Shield Warranty, you're backed by the resources of a billion-dollar global company with a

heritage that goes back over a century.

With Firestone behind your next roofing system, all of the characteristics that are important to your needs—including installation expertise and product support—come together. The result is a single package of capabilities designed to meet your demand for top quality. All backed by comprehensive Firestone Red Shield warranties that help assure outstanding roofing performance for decades to come.

Compare Firestone Red Shield Warranty coverage to any competitor. You'll soon see why nobody covers you better.



There's a Firestone roofing system for every need.
And a Red Shield Warranty for every commercial roof.



Red Shield Platinum™ Warranty 30 Years Strong

- Multiple coverage types available:
 - * Puncture: covers incidental punctures
 - * Puncture/hail: covers punctures with 2" of hail
 - * Puncture/hail/wind: covers punctures, hail and 100 mph wind
- Available with Fully Adhered (FA) RubberGard™ EPDM Roofing Systems (Min. thickness: 90 mil)
- Available with Mechanically Attached (MA) or FA UltraPly™ TPO Roofing Systems (Min. thickness: 80 mil)
- TPO MA system utilizes Wide Weld technology



Red Shield Medallion™ Warranty 25 Years Strong

- Available with FA or MA RubberGard EPDM RMA Roofing Systems
- Available with FA or MA UltraPly TPO Roofing Systems
- Available with SBS and APP Modified Bitumen Roofing Systems (Min. thickness: 2-ply, granular surface w/ AcryliTop™ Coating)
- Available with UNA-CLAD™ Metal Roofing Systems (UC-4)



Red Shield Warranty 5 to 20 Years Strong

- Available with FA, MA or Ballast RubberGard EPDM Roofing Systems
- Available with FA, MA or Ballast UltraPly TPO Roofing Systems
- Available with SBS and APP Modified Bitumen Roofing Systems. Two-ply APP/SBS systems qualify for a \$500 flat fee warranty, regardless of square footage.
- Available with UNA-CLAD Metal Roofing Systems (UC-3, UC-4, UC-6, UC-14)

*Subject to terms and conditions of Red Shield limited warranty.

FIRESTONE RED SHIELD WARRANTY

THE ONE THAT STANDS ALONE.

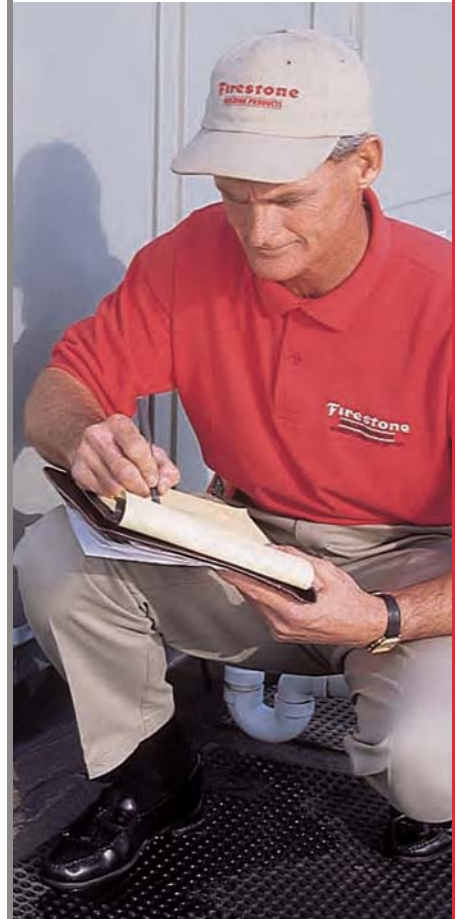


Compare for yourself. Does their warranty do all this?

Firestone's Red Shield Warranty stands alone against the competition. Trust Firestone to offer a warranty program for every building, every need, every budget.

- ✓ Material and labor covered with comprehensive, no-dollar limit liability
- ✓ "Edge to edge" system coverage, including membrane, insulation and metal — all from a single source manufacturer
- ✓ A single source for warranties on all roof types, from EPDM to TPO, from Modified Bitumen to Metal
- ✓ Licensed and trained installers, plus field technical team to inspect roofs for optimum installation and quality control
- ✓ Warranties from five years up to 30 years in length
- ✓ A wide variety of warranties to match every customer's needs
- ✓ Warranty coverage that has been put to the test, earning the trust of contractors, building owners, architects and specifiers for over a generation
- ✓ Warranty coverage that is transferable from owner to owner
- ✓ One number to call for warranty claims — 24/7/365
- ✓ Backed by Bridgestone Corporation, a global company with billions in assets
- ✓ The comfort and confidence that come from dealing with a company that is dedicated, reliable and easy to work with

Firestone





A new green outlook on our Red Shield™ Warranty.

Everyone in the commercial building industry is making an investment in “greener” systems, materials and building practices. Now, Firestone is backing your investment in the future with an investment of our own: the Firestone EnviroReady™ Roofing System and Warranty.*

This comprehensive program lets building owners install a high quality conventional roof today and upgrade it with green roofing technology tomorrow. Firestone’s Red Shield warranty keeps your new EPDM or TPO roof “enviro-ready” for responsible upgrades for up to 7 years after initial installation, so you can go green in a way that matches your needs and your budget.

Thanks to Firestone, now you can plan future environmental roofing upgrades, fully confident that you are installing not just the products, but the industry leading Red Shield Warranty coverage you need to maintain everything that will go under your next “green” roof. This exclusive program covers inspections before and after installation of new green upgrades. Firestone also provides premium system offerings with 20-, 25- and 30-year warranty options to help you achieve your sustainable building goals.

* EnviroReady Roofing System available in select EPDM and TPO Roofing Systems. See your local Firestone sales representative for details.



Firestone Building Products

250 West 96th St., Indianapolis, IN 46260

Corporate Office: 1-800-428-4442 • 317-575-7000 • Fax: 317-575-7100

www.firestonebpco.com

International Offices:

Firestone Building Products Canada

2835 Argentia Rd., Unit #2

Mississauga, ON L5N 8G6

1-888-292-6265 • 905-363-3150 • Fax: 877-666-3022

Firestone Building Products Europe

Ikaroslaan 75 - 1930 Zaventem, Brussels, Belgium

+32 2 7114450 • Fax: +32 2 7212718

Firestone Building Products Latin America

8200 NW 52nd Terrace, Suite #107

Miami, FL 33166

305-471-0117 • Fax: 305-471-0377

Note: This brochure is meant only to highlight Firestone’s products and specifications. Information is subject to change without notice. All products and specifications are listed in approximate weights and measurements. For complete product and detail information, please refer to the Technical Manual. Firestone takes responsibility for furnishing quality materials which meet Firestone’s published product specifications. As neither Firestone itself nor its representatives practice architecture, Firestone offers no opinion on, and expressly disclaims any responsibility for, the soundness of any structure on which its products may be applied. If questions arise as to the soundness of a structure or its ability to support a planned installation properly, the Owner should obtain opinions of competent structural engineers before proceeding. Firestone accepts no liability for any structural failure or for resultant damages, and no Firestone Representative is authorized to vary this disclaimer.



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Building Owner:

Specimen Owner
Address
City, ST ZIP

**TERM Year Limited Labor and
Material Warranty**

Property Name:

Specimen Property
Address
City, ST ZIP

Warranty Number: XXXXXXXX
Expiration Date: March 1, 2023
Job Name: Test MW name

Completion Date: Month Day, Year
Total Squares: XX
Base Sheet:
Cap Sheet/Surfacing:
Type of Ply Sheet:
Single Ply Membrane:

Johns Manville ("JM"), warrants to the original building owner that, subject to the conditions and limitations set forth herein, during the warranty period indicated above, the Johns Manville **Membrane Type** ("the Membrane") identified herein:

- (a) is free from manufacturing defects which could cause a leak in the roofing system at the above-referenced building; and
(b) will not deteriorate due to weathering so that it becomes incapable of maintaining a watertight roofing system.

In the event a manufacturing defect in the Membrane or weather-related deterioration of the Membrane is the sole cause of a leak in the roofing system at the above-referenced building, JM will at its sole option and discretion, during the warranty period and subject to the conditions and limitations set forth herein, make repairs to or cause repairs to be made to the Membrane, or will replace the same (exclusive of non-JM flashing, or other materials used as a roof base over which the Membrane is applied and repairs required by defects therein) as required to prevent leaks in the roofing system resulting solely from such manufacturing defects or weathering.

Limitation of Johns Manville Liability: BUILDING OWNER'S EXCLUSIVE REMEDY AND THE LIMIT OF JM'S LIABILITY UNDER THE LIMITED WARRANTY SET FORTH HEREIN, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY/CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, SHALL BE, AT JM'S OPTION, LIMITED TO REPAIR OR REPLACEMENT OF THAT PORTION OF THE MEMBRANE CONTAINING A MANUFACTURING DEFECT WHICH HAS RESULTED IN LEAKS. JM'S MAXIMUM LIABILITY OVER THE TERM OF THIS LIMITED WARRANTY IS \$150.00 INCLUSIVE OF BOTH LABOR AND MATERIAL FOR EACH INSTALLED ROOFING SQUARE (100 SF) OF MEMBRANE. THE WARRANTY PERIOD UNDER THIS LIMITED WARRANTY SHALL COMMENCE ON THE DATE OF THE COMPLETION OF THE APPLICATION OF THE MEMBRANE. JM IS NOT RESPONSIBLE FOR ANY COST RELATED TO THE REMOVAL OR REPLACEMENT OF ANY NON-JM PRODUCTS PRESENT IN THE ROOFING SYSTEM TO WHICH THE MEMBRANE IS APPLIED.

EVERY CLAIM UNDER THIS LIMITED WARRANTY SHALL BE DEEMED WAIVED UNLESS IN WRITING AND RECEIVED BY JM WITHIN 30 DAYS AFTER THE DEFECT OR WEATHERING TO WHICH EACH CLAIM RELATES IS DISCOVERED, OR SHOULD HAVE BEEN DISCOVERED.

JM DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

JM SHALL NOT BE LIABLE TO ANY PARTY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LIMITED WARRANTY. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPAIR, REPLACEMENT OR REFUND REMEDY FOR JM'S BREACH OF THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.

Please retain this Limited Warranty, the roofing contractors invoice and any other documents regarding your roof. They will be required in the event of a claim.

CONDITIONS TO WARRANTY COVERAGE

- 1. Proof of Purchase:** Claims under this warranty will require proof of purchase.
- 2. Notification to Johns Manville:** The owner must notify Johns Manville by certified mail to Guarantee Services listed below on this warranty, of any leaks alleged to result directly from manufacturing defects within thirty (30) days following discovery of such leaks.
- 3. Maintenance:** Johns Manville requires that the owner initiate and follow a maintenance program in accordance with the maintenance recommendations found below.
- 4. Right of Inspection and Time of Repair or Replacement:** Johns Manville shall have a reasonable time after notification to inspect the Membrane and if Johns Manville determines there are manufacturing defects covered by this warranty, Johns Manville will have ninety (90) days after receipt of notification of said leaks to make or cause to be made repairs or replacements.

EXCLUSIONS

JOHNS MANVILLE AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE MEMBRANE IS AFFIXED) OR ITS CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. JOHNS MANVILLE AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIMITED LIABILITY SET FORTH IN THIS LIMITED WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR ACTIONS PROVIDED FOR HEREIN FAIL THEIR PURPOSE.

Johns Manville shall not be liable for any damages to roof insulation, roof decks or any base over which the Membrane is applied, or for leaks, damages or injuries attributable to any of the following (or any combination thereof):

- (1) Workmanship, including faulty and improper application of the Membrane. Faulty or improper application is that application not done in accordance with Johns Manville published specification and application recommendations in effect at the time of the application of the Membrane.
- (2) Deterioration to areas of the roof or areas of base flashing resulting from inadequate drainage.
- (3) Any changes in the building usage unless approved in advanced in writing by Johns Manville.
- (4) Any maintenance, repairs, alterations or new installations to the Membrane or the base flashings that take place after the completion of the original installation, unless carried out in a manner which is acceptable and approved in advance in writing by Johns Manville.
- (5) Deterioration of the Membrane caused by moisture infiltration or condensation that occurs in, around, or under the roof deck, coping walls, or unbonded flashings.
- (6) Damage caused by non-Johns Manville materials, including, but not limited to, flashings, whether of membrane ply or other materials, or expansion joints, metal work, pitch or penetration pans, walkways, or any rooftop units or equipment.
- (7) Natural disasters including, but not limited to, lightning, floods, strong gales, windstorms, seismic disturbances, hurricanes, tornadoes, hailstorms, or impact of foreign objects or other violent storms or casualty.
- (8) Acts of war, civil insurrection, riot, or vandalism.
- (9) Damages resulting from any form of rooftop traffic, misuse, abuse or negligence.
- (10) Damage resulting from exposure to chemicals including, but limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, organic or inorganic polar materials, or oils.
- (11) Damage resulting from vermin.
- (12) Building expansion or additions or reductions; settling, shifting, distortion, failure or cracking of the roof deck, walls or foundation of the building.
- (13) Structural defects or failures in the building to which the Membrane is applied.
- (14) Leaks or damages due to failure to follow Johns Manville recommended maintenance program.
- (15) Splitting, cracking, blistering, delamination or separation of the membrane due to underlying materials (e.g. base sheets, insulation, or structural decks).
- (16) Applications over buildings with high internal humidity, freezer buildings, or buildings used for cold storage.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JOHNS MANVILLE DISCALIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY STATED IN THIS LIMITED WARRANTY.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JOHNS MANVILLE UNDER THIS LIMITED WARRANTY IS TO MAKE REPAIRS THAT MAY BE NECESSARY TO MAINTAIN THE ROOF MEMBRANE IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS WHICH ARE THE RESPONSIBILITY OF JOHNS MANVILLE UNDER THIS LIMITED LIABILITY. THIS LIMITED LIABILITY MAY BE MODIFIED ONLY BY SOME OTHER WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED JOHNS MANVILLE TECHNICAL OR MARKETING REPRESENTATIVE, AND, NO RETAILER, CONTRACTOR OR DISTRIBUTOR IS AUTHORIZED TO ALTER THIS WARRANTY.

WARRANTY TRANSFER

This limited warranty shall accrue and inure only to the benefit of the first purchaser or owner of the Membrane and shall not be assigned, sold, or transferred in any manner whatsoever. Any assignment, sale or transfer of the building to which the Membrane is applied shall void all warranties contained herein or hereunder.

Maintenance Program

In order to continue the coverage of this Warranty, the following Maintenance Program must be implemented and followed:

There are a number of items not covered by this warranty that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Warranty, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this Roofing System, including, but not limited to, this warranty, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Warranty shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Warranty is valid only in the United States of America.

Guarantee Services
(800) 922-5922
E-mail: gsu@jm.com
www.jm.com/roofing

Mailing Address:
Johns Manville
Guarantee Services
P.O. Box 625001
Littleton, CO 80162-5001

Shipping Address:
Johns Manville
Guarantee Services
10100 West Ute Avenue
Littleton, CO 80127

This Limited Warranty is governed by, and interpreted in accordance with the laws of the United States. The parties hereto declare that they have requested that these presents and all related documents be drafted in the English language. JM will not be responsible for any field inspections located outside of the United States. Any material that is suspected to be in violation of the terms of this warranty shall be sampled by the holder of this warranty and shipped to the following address: Johns Manville, Attn: Guarantee Services, 10100 W Ute Avenue, Littleton CO 80127. All such expenses are the responsibility of the holder of this warranty.

RAB Lighting Product Warranties

The following warranties apply to RAB Lighting Inc. ("RAB") products that meet all of the following conditions: (a) the product was purchased by a contractor on behalf of the end-user or by the end-user from an authorized RAB distributor who purchased the product directly from RAB and from no other source; (b) if the product has been installed, the entire installation was performed by a licensed electrician or under the supervision of a licensed electrician and the product was in its original, unopened and new condition at the time of installation. By way of example only and not in limitation, products purchased from anyone other than RAB or its authorized distributors, including from third party resellers on-line through Amazon, eBay or any other service, are not covered by any RAB warranty.

RAB LIGHTING DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO ALL OTHER PRODUCTS, INCLUDING WITHOUT LIMITATION PRODUCTS THAT HAVE BEEN PURCHASED FROM ANY PERSON OR ENTITY OTHER THAN AN AUTHORIZED RAB DISTRIBUTOR, OR INSTALLED BY ANY PERSON OR ENTITY OTHER THAN A LICENSED ELECTRICIAN OR UNDER THE SUPERVISION OF A LICENSED ELECTRICIAN, AND ALL PRODUCTS THAT ARE USED OR ARE OTHERWISE NOT IN THEIR ORIGINAL RAB LIGHTING PACKAGING AT THE TIME OF INSTALLATION.

General Product Warranty. Each RAB product will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery to the end-user. Powder Coat paint finish on products other than natural aluminum or brass will not exhibit cracking, peeling, excessive fading or corrosion during the warranty period.

Five (5) Year No-compromise LED Product Warranty. Each RAB LED product other than the specific LED products expressly identified below which are covered by the warranty associated with those products, including the LED electronics and components of its properly installed LED product will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end-user. Exceptions apply as defined in product specification sheets which are incorporated herein by reference. Defects in material or workmanship do not include improper installation or operation, alterations, power surges or overheating due to external conditions.

The 5 Year No Compromise LED Product Warranty includes the following performance criteria:

- LED Light Output will be maintained above 70% of initial output
- LED color temperature will not shift more than 200K in CCT
- LED driver will operate within RAB specifications
- Fixture finish will not exhibit cracking, peeling, excessive fading or corrosion (excluding natural aluminum or brass products)

This is limited to the repair and replacement of parts or the product and potential in RAB's discretion for necessary costs of services required to repair properly installed RAB LED products. If the RAB LED product fails the above warranty, RAB will provide at least one of the following remedies subject to all limitations stated herein with other obligations:

1. Provide a replacement RAB LED product; or
2. Potentially contribute to the cost of a technician for the repair or replacement of a defective RAB LED product subject to RAB's sole discretion; or
3. Upon returning the covered LED product, refund the purchaser the purchase cost for the covered LED product and potentially reimburse the purchaser the reasonable, customary, and necessary costs for replacing the product with an alternative product in RAB's sole discretion;
4. Potentially contribute to the cost of a lift rental, if deemed necessary by RAB and in RAB's sole discretion

A RAB LED product can be returned to the original place of purchase for immediate replacement; or RAB can directly ship the replacement product

Warranty Claims can be made contacting RAB Customer Service at 1-888-722-1000 Monday - Friday 8:00 am to 8:00 pm Eastern time. RAB may request the product be returned or discarded, depending on criteria determined by RAB at the time of the claim.

Five (5) Year Limited LED Product Warranty. Each RAB LED product in the Product Lines identified below, including the LED electronics and components of its properly installed LED product will be free from defects in materials and workmanship for a period of five (5) years from the date of original sale. The product shall be considered defective only if 10% or more of the LED components fail for such product.

Exceptions apply as stated on product specification sheets incorporated herein by reference. Defects in material or workmanship do not include improper installation or operation, alterations, power surges or overheating due to external conditions.

This Limited RAB LED Warranty covers the following performance criteria (and no other criteria):

- LED driver will operate within RAB specifications
- 90% or more of the LED components will be free of defects
- Fixture finish will not exhibit, peeling or corrosion (excluding natural aluminum or brass products)

RAB Product Lines covered by the Five (5) Year Limited LED Product Warranty include:

- LOTBLASTER Area Lights
- LESLIE Floodlights
- PIP Floodlights
- BRISK Wallpacks
- AEROBAY Linear High Bay

RAB will replace these products with the same model or issue a credit for the purchase price of the product that fails to meet this Limited Warranty and not provide any other remedies. A RAB LED product can be returned to the original place of purchase for immediate replacement; or RAB can directly ship the replacement product.

Warranty Claims can be made contacting RAB Customer Service at 1-888-722-1000 Monday - Friday 8:00 am to 8:00 pm Eastern time. RAB may request the product be returned or discarded, depending on criteria determined by RAB at the time of the claim.

Ten (10) year Warranty . The No-compromise Warranty for LED Products shall apply to the following RAB products except that the warranty period will be ten (10) years rather than the standard five (5) year period.

- LIGHTCLOUD CONTROLS
- NDLED7
- DLED
- LROAD
- SMSBULLET
- STLHLED
- STL3FFLED

Ten (10) Year Limited LED Product Warranty . The 5 year Limited LED Product Warranty shall apply to the following RAB products except that the warranty period will be ten (10) years rather than the standard five (5) year period.

RAB Product Lines covered by the Ten (10) Year Limited LED Product Warranty include:

- TRIBORO XL
- TRIBORO
-

Pole Warranty . Each RAB Pole will be free from defects in materials and workmanship for a period of (1) year from the date of delivery to the end-user. Powder Coat paint finish on products other than natural aluminum or brass will not exhibit cracking, peeling, excessive fading or corrosion during the warranty period. Poles must be installed by a properly insured and licensed contractor using the supplied anchor bolts and mounting templates. The information provided in the RAB Pole Order Form is critical in determining the location, conditions, intended use, and other requirements ("Application Specification") with respect to the use and installation of a pole product. Using a pole product in any manner other than as disclosed in the Application Specification automatically voids the warranty and may cause failure resulting in injury, death or significant property damage.

Sensor Warranty . Each RAB Sensor will be free from defects in materials and workmanship for a period, starting from the date of delivery to the end-user, defined as follows:

- Smart Bullet - 10 years
- Stealth Sensor - 10 years
- Gotcha Sensor - 5 years
- Smart Sensors - 5 years
- LightAlert LOS1000 - 5 years
- Tuff Dome - 5 years
- Luminator - 3 years
- LED Sensor Lights - LFlood18W with STL360 - 10 years
- LED Sensor Lights - LFlood18W with Mini Sensor - 5 years

Exceptions and Other Limitations . None of the warranties stated herein shall apply and RAB makes no representations or warranties with respect to:

- a. plastic globes and polycarbonate lenses of non-LED fixtures;
- b. problems caused by acts of god including without limitation lightning strikes;
- c. problems caused by any improper action or failure to act by any person or entity other than RAB, including without limitation problems caused by improper installation by the buyer, an authorized RAB distributor, or any other person or entity;
- d. any housing or arm that are pierced for any reason, including without limitation, piercing caused by installation of sensors, photocells or any other purpose. The installation must be sealed properly to maintain water tight operation; any piercing will void the RAB warranty;
- e. using or installing a sensor product in any manner other than as disclosed in the RAB Owner's Manual; and
- f. use of RAB sensors with Instant Start ballasts; use with Instant Start ballasts will void the RAB warranty.
- g. To the extent that RAB's warranty covers costs for labor, equipment, and services under the No Compromise Warranty, such costs must be approved by RAB prior to incurring such costs. Failure to secure such approval will result in voiding that portion of the warranty and RAB reserves the right to reject payment for such costs.

Remedy . RAB's obligations for breach of warranty shall be limited to what is stated in the relevant warranties above and provided that buyer gives RAB written notice and returns the defective product to RAB in accordance with RAB's return material authorization (RMA) policies, and RAB confirms the defect. Except as otherwise stated herein and approved by RAB's in advance of any costs, Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and RAB shall not be liable for labor or other costs related to de-installation or re-installation.

DISCLAIMER. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND RAB EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE RAB'S ENTIRE AND EXCLUSIVE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE PRODUCTS AND ALL PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND OPERATION.

LIMITATION OF LIABILITY . RAB shall not be liable under any theory of relief, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to any breach of warranty, any RAB products and the use thereof, or any other acts or omissions of RAB for: (i) any indirect, incidental, special or consequential damages, whatsoever (including without limitation, loss of anticipated value of a business or its reputation) or (ii) any damage or loss in excess of the price actually paid by buyer to the authorized RAB distributor for the products that caused the damages. Any action by buyer must be commenced within one year after the cause of action has accrued.

Miscellaneous . These product warranty terms shall be governed by the laws of the State of New York. Buyer consents to the personal jurisdiction and venue of the courts of the State of New York. Any legal or equitable claim of any nature arising hereunder shall be filed and maintained in the state or federal courts in the State of New York and buyer agrees that such courts are a convenient forum for adjudication. In the event that suit is necessary to recover amounts owed RAB, buyer shall be liable for reasonable attorney's fees, interest and costs of collection. No agreement or understanding varying the terms and conditions hereof shall be binding upon RAB or buyer unless in writing and signed by duly authorized representatives of both parties. These product warranty terms shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

LG Chem Lithium-ion Battery Limited Warranty

RESU3.3 / RESU6.5 / RESU10 Battery storage system

This limited warranty (hereinafter "Warranty") specified below applies to LG Chem Lithium-ion batteries and the Accessory Components (hereinafter "Products") supplied by LG Chem, Ltd. (hereinafter "LGC or Seller") to End-user (hereinafter "Buyer") through Authorized Reseller

1. Purpose

The primary purpose of this Warranty is to clearly define the matters related to warranty policy of Products.

2. Warranty Condition

2-1. Warranty Period

The Performance Warranty for the Products is valid for 10 years from the initial (first) installation date (the "Term of Performance Warranty").

2-2. Limitation of Warranty scope

LGC's liability under this Warranty shall be limited to replacement, repair, refund and compensation. Replaced or repaired Products shall be warranted for the remainder of the original Term of Performance Warranty. In any event, the replacement shall not justify the renewal of the Term of Performance Warranty.

2-3. Exclusion of Warranty

Damage to the Products resulting from any of following activities is NOT covered by this Limited Warranty:

- Improper transportation, storage, installation or wiring by Buyer
- Modification, alteration, disassembly, repair or replace by someone other than a personnel certified by LGC
- Noncompliance with LGC's official installation manual
- External influences including unusual physical or electrical stress (power failure surges, inrush current, lightning, flood, fire, accidental breakage, etc.)
- Use of an incompatible inverter, rectifier or PCS.

3. Performance Warranty (Standard)

LGC warrants and represents that the Product retains at least 60% of Nominal Energy for the either 10 years after the date of the initial installation or for a minimum Energy Throughput as per the table below (whichever comes first) when the battery system is operated under a normal use followed by the specification and the manual provided by LGC.

The term "Nominal Energy" herein means the initially rated capacity of the Products as printed on the label of the Products.

The precondition of the valid 10year Performance Warranty shall be as follows:

- (i) The ambient temperature during the operation of the Products must not fall below -10°C or exceed 45°C
- (ii) The energy throughput is less than values in table below:

| Product Name | Nominal Energy | Energy Throughput |
|--------------|----------------|-------------------|
| RESU3.3 | 3.3kWh | 8.2MWh |
| RESU6.5 | 6.5kWh | 16.1MWh |
| RESU10 | 9.8kWh | 24.3MWh |

Capacity measurement condition

- Ambient temperature: 25~30°C
- Initial battery temperature from BMS: 25~30°C
- Charging/discharging method
 - Charge: (0.2)CC/CV (Constant voltage (58.8)V, Cut-off current (0.05)C)
 - Discharge: (0.2)CC (Cut-off voltage (42)V)
 - Current at (0.2)C: (12.6)A (RESU3.3), (25.2)A (RESU6.5), (37.8)A (RESU10)
- Current and voltage measurement at battery DC side

4. Out of Warranty Policy

Products damage which is not caused by seller, LGC shall provide charged service, including all the expenses of such as material cost, labor cost, warehouse cost, transportation cost, customs duties, analysis cost, management cost, corporate profits, disposal expense (if necessary) and so on.

5. About Service Products/Parts

Service products/parts are able to be used as new or refurbished condition which performance is equal to or higher than defective Products and guaranteed by LGC.

In the event the Products are not available in the market anymore, LGC, at its option, may replace it with different kind of product with equivalent functions and performances or refund the remaining annually depreciated value of the purchase price of the Products during the Term of Performance Warranty as the Compensation Scheme below. The purchase price mentioned hereinabove means the list price actually paid by the Buyer for the purchase.

- Compensation Scheme -

- CLASS I : 100% of the purchase price from the initial installation date to 24th month
 - CLASS II : 72% of the purchase price from 25th to 36th month
 - CLASS III : 58% of the purchase price from 37th to 48th month
 - CLASS IV : 44% of the purchase price from 49th to 60th month
 - CLASS V : 30% of the purchase price from 61st to 72nd month
 - CLASS VI : 16% of the purchase price from 73rd to 84th month
 - CLASS VII : 6% of the purchase price from 85th to 96th month
 - CLASS VIII : 4% of the purchase price from 97th to 108th month
 - CLASS IX : 2% of the purchase price from 109th to 120th month
- No warranty of performance will be provided from the 121st month

6. Claim payment policy

Claims under this Warranty must be made by notifying the Authorized Reseller from whom the Product was purchased. For a Warranty Claim to be processed, it must include following items;

- (1) Proof of the original purchase
- (2) Description of the alleged defect(s) from authorized service center
- (3) The relevant Product's serial number and the initial installation date

Buyers who are unable to contact the Authorized Reseller from whom the Product was purchased should contact LGC at the Q&A page of the LGC Partner Website <http://www.lgesspartner.com>

7. Applicable Law

The Warranty is subject to the law of Australian State. Products come with guarantees that cannot be excluded under the Australian Consumer Law. The Buyer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. The Buyer is also entitled to have the goods repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure. The benefits to the consumer given by the warranty are in addition to any other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates. This warranty only applies to the Buyer who have purchased the Products for their own use.

LIMITED PRODUCT WARRANTY

This SolarEdge Technologies Ltd. Limited Warranty covers defects in workmanship and materials of the below-listed products for the applicable warranty period set out below:

- **Power optimizers:** 25 years commencing on the earlier of: (i) 4 months from the date the power optimizers are shipped from SolarEdge; and (ii) the installation of the power optimizers, *provided, however*, that for the module embedded power optimizers (CSI and OPJ models), the Warranty Period shall not exceed the maximum of (1) the module product warranty and (2) the module power warranty periods provided by the applicable module manufacturer.
- **Inverters, Safety & Monitoring Interface (SMI), Auto-transformer, GSM Cellular Modem:** 12* years commencing on the earlier of: (i) 4 months from the date the products are shipped from SolarEdge; and (ii) the installation of the products.
- **StorEdge Interface:** 10 years commencing on the earlier of: (i) 4 months from the date the Interfaces are shipped from SolarEdge; and (ii) the installation of the Interfaces.
- **Home Gateway, Control and Communication Gateway, Firefighter Gateway, Wireless Communication Products excluding GSM Cellular Modem, RS485 Expansion Kit, SolarEdge Meter, Smart Monitoring Combiner Box:** 5 years commencing on the earlier of: (i) 4 months from the date the product is shipped from SolarEdge; and (ii) the installation of the product. Warranty duration of wireless communication products is the same whether or not the product is pre-installed in the inverter.

* In some countries the inverter warranty is limited to 7 years. For a list of these countries please access http://www.solaredge.com/warranty_exceptions

The Limited Warranty does not apply to components which are separate from the Products, ancillary equipment and consumables, such as, for example, cables, fuses, wires and connectors, whether supplied by SolarEdge or others. Some components may carry their own manufacturer warranty. See product datasheet for more details. In addition, for all power optimizers with a part number ending in C, the SolarEdge warranty does not apply to the input connector.

The Limited Warranty only applies to the buyer who has purchased the Products from an authorized seller of SolarEdge for use in accordance with their intended purpose. The Limited Warranty may be transferred from buyer to any assignee, and will remain in effect for the time period remaining under the foregoing warranties, *provided* that the Products are not moved outside its original country of installation and any reinstallation is done in accordance with the installation directions and use guidelines accompany the Products (collectively the "Documentation").

If, during the applicable Warranty Period, buyer discovers any defect in workmanship and materials and seeks to activate the Limited Warranty, then buyer shall, promptly after such discovery, report the defect to SolarEdge by sending an email to support@solaredge.com with the following information: (i) a short description of the defect, (ii) the Product's serial number, and (iii) a scanned copy of the purchase receipt or warranty certificate of the applicable Product.

Upon buyer's notification, SolarEdge shall determine whether the reported defect is eligible for coverage under the Limited Warranty. The Product's serial number must be legible and properly attached to the Product in order to be eligible for Warranty coverage. If SolarEdge determines that the reported defect is not eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly and will explain the reason why such coverage is not available. If SolarEdge determines that the reported defect is eligible for coverage under the Limited Warranty, SolarEdge will notify buyer accordingly, and SolarEdge may, in its sole discretion, take any of the following actions:

- repair the Product at SolarEdge's facilities or on-site; or
- issue a credit note for the defective Product in an amount up to its actual value at the time buyer notifies SolarEdge of the defect, as determined by SolarEdge, for use toward the purchase of a new Product; or
- provide Buyer with replacement units for the Product.

SolarEdge will determine whether the Product should be returned to SolarEdge and, if SolarEdge so determined, the Return Merchandise Authorization ("RMA") Procedure (set out below) will be invoked. Where replacement Products are sent, SolarEdge generally sends such products within 48 hours. SolarEdge may use new, used or refurbished parts that are at least functionally equivalent to the original part when making warranty repairs. The repaired Product or replacement parts or Product, as applicable, shall continue to be covered under the Limited Warranty for the remainder of the then-current Warranty Period for the Product.

Where the RMA Procedure is invoked by SolarEdge, SolarEdge will instruct buyer how to package and ship the Product or part(s) to the designated location. SolarEdge will bear the cost of such shipment, upon receipt of the Product or part(s), SolarEdge will, at its expense and sole discretion, either repair or replace the Product or part(s).

SolarEdge will deliver the repaired or replaced Product or part(s) to buyer at buyer's designated location in countries where SolarEdge has an office and/or there is a significant PV market. For the specific list of countries to which such service is provided, please access http://www.solaredge.com/articles/shipping_cost_coverage_warranty. SolarEdge will bear the cost of such shipment, including shipping and customs (where applicable) and buyer shall bear any applicable value added tax. SolarEdge may elect to ship replacement Product and/or part(s) prior to receipt of the Product and/or part(s) to be returned to SolarEdge as per the above.

Where SolarEdge decides to repair the Product or part(s), warranty coverage includes labor and material costs necessarily incurred to correct the Product defect; and where SolarEdge decides to replace the Product or part(s) to which the Limited Warranty applies, warranty coverage includes the cost of the replacement of the Product or part(s). In addition, SolarEdge shall bear shipping costs in respect to the foregoing, as set out above. All other costs, including, without limitation, travel and boarding costs of SolarEdge service personnel that are incurred for repairs of Products on-site, as well as costs related to buyer's employees and contractors repair or replacement activities, are not covered by the Limited Warranty and, unless otherwise agreed in writing in advance by SolarEdge, shall be borne by the buyer.

Warranty Exclusions: This Limited Warranty will not apply if (a) buyer is in default under the General Terms and Conditions of other Agreement governing the purchase of the Product, or (b) the Product or any part thereof is:

- damaged as a result of misuse, abuse, accident, negligence or failure to maintain the Product;
- damaged as a result of modifications, alterations or attachments thereto which were not pre-authorized in writing by SolarEdge;
- damaged due to the failure to observe the applicable safety regulations governing the proper use of the Product;
- installed or operated not in strict conformance with the Documentation, including without limitation, not ensuring sufficient ventilation for the Product as described in SolarEdge installation guide;
- opened, modified or disassembled in any way without SolarEdge's prior written consent;
- used in combination with equipment, items or materials not permitted by the Documentation or in violation of local codes and standards;
- damaged or rendered non-functional as a result of power surges, lightning, fire, flood, pest damage, accident, action of third parties, or other events beyond SolarEdge's reasonable control or not arising from normal operating conditions; or
- damaged during or in connection with shipping or transport to or from buyer where buyer arranges such shipping or transport.

This Limited Warranty does not cover cosmetic or superficial defects, dents, marks or scratches, which do not influence the proper functioning of the Product.

THE LIMITED WARRANTIES SET OUT HEREIN ARE IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS PURCHASED BY BUYER FROM SOLAREEDGE, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Claims by buyer that go beyond the warranty terms set out herein, including claims for compensation or damages, are not covered by the Limited Warranty, insofar as SolarEdge is not subject to statutory liability. In such cases, please contact the company that sold you the Product. Eventual claims in accordance with the law on product liability remain unaffected.

Coverage under the Limited Warranty is subject to buyer complying with the foregoing notification requirements and cooperating with SolarEdge's directions. SolarEdge's sole obligation and buyer's exclusive remedy for any defect warranted hereunder is limited to those actions expressly stated above. Such actions are final and do not grant any further rights, in particular with respect to any claims for compensation.

Unless otherwise specified in an executed Agreement with SolarEdge, the Limited Warranty and related provisions set out herein are subject to SolarEdge's General Terms and Conditions, including, without limitation, the provisions thereof, which relate to disclaimer of warranties, limitation of liability and governing law and jurisdiction.

Revised: June 2016

2016 Product Warranties



It starts at trane.com



TRANE[®]

It's Hard To Stop A Trane.[®]

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 or 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, 4TWR, 4A6B, 4A6H4/5/6, 4A7B, 4A7M, 4A7A3/4/6:

Base Limited Warranty Period:
Compressor, Outdoor Coil, Parts – fi e (5) years.
Registered Limited Warranty Period:
Compressor, Outdoor Coil, Parts – ten (10) years.

4TTX, 4TTV, 4TWX, 4TWW, 4A6H7, 4A6V, 4A7A7, 4A7V:

Base Limited Warranty Period:
Compressor, Outdoor Coil, Parts – fi e (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 – fi e (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 – fi e (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 – fi e (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 – fi e (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 – fi e (5) years.
Registered Limited Warranty Period:
Compressor – twelve (12) years, Coils, Parts – ten (10) years.

4DCZ6, 4YCZ6 (SINGLE-PHASE):

Base Limited Warranty Period:
Compressor, Coils, Parts – fi e (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 – fi e (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 – fi e (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, 4CXK, 4NKA, 4NXC, 4PXC, 4PXA, 4TXF-CG/CZ, 4FXC/A, 4FXFH, 4FXCH:

Base Limited Warranty Period:
Coil, Parts – fi e (5) years.
Registered Limited Warranty Period:
Coil, Parts – ten (10) years.

4GXK, 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, 4MXH, 4TXU, 4UXD, 4UXC, 4UXL, 4UXX, 4UXW:

Base Limited Warranty Period:
All Parts – one (1) year.
Registered Limited Warranty Period:
All Parts – fi e (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 – fi e (5) years.
Base Limited Warranty Period: Packaged Unit Heat Exchanger – fi e (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: fi e (5) years

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

Base Limited Warranty Period: fi e (5) years
Registered Limited Warranty Period: ten (10) years

ZONING PRODUCTS: *ZONE950, *ZONE940, *ZONE930, ZZONEPNLAC52Z, ZZONEEXPAC52Z, ZZSENSAL0400, BAYSEN01ATEMPA, BAY24VRP, ZDAMPDR, ZDAMPSPM, ZDAMPBM, ZDAMPRR

Base Limited Warranty Period: fi e (5) years
Registered Limited Warranty Period: ten (10) years

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

Base Limited Warranty Period: fi e (5) years
Registered Limited Warranty Period: ten (10) years

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

Base Limited Warranty Period: fi e (5) years
Registered Limited Warranty Period: ten (10) years

AIR CLEANERS: TFD & AFD

Base Limited Warranty Period: fi e (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 E V'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 – fi e (5) years.
Registered Limited Warranty Period:
Compressor, Outdoor Coil, Parts – fi e (5) years.



It's Hard To Stop A Trane.®

6200 Troup Highway
Tyler TX 75707
www.trane.com

| | | |
|-------------------------|------------|-------|
| Literature Order Number | 26-1000-40 | |
| File No. | 26-1000-40 | 06/16 |
| Supersedes | 26-1000-39 | 04/16 |
| Stocking location | | ELO |

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[®], Prestige[®] IAQ, Lyric[™] Round Thermostat, Lyric[™] T6, T6 Pro, T5 Series, VisionPRO[®], Commercial VisionPRO[®], Commercial PRO[®], FocusPRO[®], Wireless FocusPRO[®], PRO 4000, PRO 3000, LineVoltPRO[™], Digital Round[™], and Modern Round[™] (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 Sytk 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

DAIKIN 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

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, KRPWhat 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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.

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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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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, KRPWho 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, KRPHow 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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, RXGHVJU, 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 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

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
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LIMITED WARRANTY

Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXGHVJU, 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 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

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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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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, RXGHVJU, 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, RXGHVJU, 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 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, RXGHVJU, 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 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, RXGHVJU, 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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 #



COMMERCIAL WARRANTY

Models: RXS09LVJU, RXS12LVJU, RXS15LVJU, RXS18LVJU, RXS24LVJU, FTXS09LVJU, FTXS12LVJU, FTXS15LVJU, FTXS18LVJU, FTXS24LVJU, RXGHVJU, 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

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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.
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,

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COMMERCIAL WARRANTY

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

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

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NON-OWNER OCCUPIED RESIDENCE WARRANTY

Models: *MXLQMVJU, 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: *MXLQMVJU, 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 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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



COMMERCIAL WARRANTY

Models: *MXLQMVJU, 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

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COMMERCIAL WARRANTY

Models: *MXLQMVJU, 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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: RXNNMVJU, 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: RXNNMVJU, 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 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: RXNNMVJU, 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 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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: RXNNMVJU, 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: RXNNMVJU, 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 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: RXNNMVJU, 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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: RXNNMVJU, 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: RXNNMVJU, 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com).



COMMERCIAL WARRANTY

Models: RXNNMVJU, RKN**NMVJU, FTXN**NMVJU, FTKN**NMVJU**

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). 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: RZRPVJU*, 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: RZRPVJU*, 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: RZRPVJU*, 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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: RZRPVJU*, 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



NON-OWNER OCCUPIED RESIDENCE WARRANTY

Models: RZRPVJU*, 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: RZRPVJU*, 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: RZRPVJU*, 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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: RZRPVJU*, 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: RZRPVJU*, 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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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.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

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 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

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



Part No. PWDVRSSEOD
9/2017

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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.

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**

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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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).

DAIKIN 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

© 2014, 2016 - 2017 **DAIKIN NORTH AMERICA LLC**

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**

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.

Part No. PWDVRVSEOD
9/2017

© 2014, 2016 - 2017 **DAIKIN NORTH AMERICA LLC**

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.**

Part No. PWDVRVSEOD
9/2017

© 2014, 2016 - 2017 **DAIKIN NORTH AMERICA LLC**

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

© 2014, 2016 - 2017 **DAIKIN NORTH AMERICA LLC**

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**

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

© 2014, 2016 - 2017 **DAIKIN NORTH AMERICA LLC**

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 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.

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.

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**

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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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.

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. PWDVRVSEOD
9/2017

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

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



Part No. PWDVRVSE0
10/2014

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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.

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

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. 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**

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

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. PWDVRS0
10/2014

© 2014 **DAIKIN NORTH AMERICA LLC**

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.

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.

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**

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), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). 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.

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. PWDVRSVSE0
10/2014

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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.

