

## Base Limited Warranty

### Single Phase R-410A Outdoor Units, Single Phase R-22 Outdoor Units, Air Handlers, Furnaces, Packaged Units, Cased Coils, and Specific Terms for Commercial Applications.

Subject to the terms and conditions of this limited warranty, Ingersoll Rand ("Company") extends a limited warranty against manufacturing defects for the product(s) identified in **Table 1** 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.

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 **Table 1** 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 **Table 1** attached hereto. If the Purchaser properly registers the Products, the limited warranty period shall be extended as stated in **Table 1** 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.ameristarac.com>

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, stand-alone furnaces, and packaged units 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, 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.
- 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. If you have any questions regarding this limited warranty, please contact your original installation dealer, or any participating dealer, should your original installation dealer no longer be available.

## **TABLE 1: Warranty Time Periods**

**COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:** Pursuant to the Ingersoll Rand (“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”).

### **FURNACES:**

M801P, M951P, M952V

Base Limited Warranty Period: Parts – five (5) years, Heat Exchanger – twenty (20) years.

Registered Limited Warranty Period: Parts – ten (10) years, Heat Exchanger: twenty (20) years.

### **AIR HANDLERS:**

M4AH3, M4AH4

Base Limited Warranty Period: Indoor Coil and Parts – five (5) years.

Registered Limited Warranty Period: Indoor Coil and Parts – ten (10) years.

TMM4, TMM5

Base Limited Warranty Period: Indoor Coil and Parts – one (1) year.

Registered Limited Warranty Period: Indoor Coil and Parts – ten (10) years.

### **ELECTRIC HEATERS, installed in M4A3/4 AIR HANDLERS:**

MAYHTR1A

Limited Warranty Period: Parts – ten (10) years.

### **SINGLE PHASE R410 OUTDOOR UNITS:**

M4AC3 (**M4AC3018, 24, 30, 36, 42, 48, 60 only**), M4HP3, M4AC4, M4HP4

Base Limited Warranty Period: Compressor, Outdoor Coil, Parts: five (5) years.

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

### **SINGLE PHASE R410 OUTDOOR UNITS:**

M4AC3 (**M4AC3017, 23, 29 only**)

Base Limited Warranty Period: Compressor, Outdoor Coil, Parts: one (1) year.

Registered Limited Warranty Period: Compressor, Outdoor Coil, Parts – five (5) years.

### **SINGLE PHASE R22 OUTDOOR UNITS:**

M2AC3, M2HP3

Base Limited Warranty Period: Compressor, Outdoor Coil, Parts - one (1) year.

Registered Limited Warranty Period: Compressor, Outdoor Coil, Parts – five (5) years.

### **CASED COILS:**

M4CXC

Base Limited Warranty Period: Coil, Parts –five (5) years.

Registered Limited Warranty Period: Coil and Parts – ten (10) years.

### **PACKAGED UNITS:**

M4PH3, M4PG3, M4PH4, M4PW4, M4PG4

Base Limited Warranty Period: Compressor, Coil, Parts – five (5) years, Heat Exchanger – ten (10) years.

Registered Limited Warranty Period: Compressor, Coil, Parts – ten (10) years, Heat Exchanger – ten (10) years.

### **SPECIFIC TERMS FOR COMMERCIAL APPLICATIONS**

Base Limited Warranty Period Applies