

LIMITED WARRANTY

for MRCOOL Monoblock MTHP Series



Models: MDM10115D

Unless otherwise required or prohibited under applicable state or province law, MRCOOL, LLC (hereinafter "MRCOOL" or "Company") warrants this product against failure due to defect in materials or workmanship under normal use and maintenance as follows. The unit comes standard with a one (1) year parts and one (1) year compressor warranty. If a failure occurs within the first twelve (12) months from the date of purchase, and such failure is verified and documented by a duly licensed HVAC professional, the unit shall qualify for full unit replacement under the terms of the warranty.

STANDARD LIMITED WARRANTY COVERAGE

With no registration required, MRCOOL warrants for the time periods set forth below that the System will be free of defects in material and workmanship under normal use and service. Any repaired or replaced component (indoor or outdoor) or part of the System shall be warranted for the remainder of the original limited warranty period or thirty (30) days after replacement of the part, whichever is longer. This warranty applies only to systems that are installed according to the installation instructions, and in accordance with all applicable local, state or province, and federal laws and regulations including but not limited to electrical codes and permits. **When required by law or when required for diagnostic testing as directed by MRCOOL, a State or province certified or licensed HVAC contractor may be necessary. Always check your local laws.** MRCOOL will provide the following benefits, subject to the conditions stated below:

PARTS – For a period of one (1) year from the beginning of the warranty period, MRCOOL will supply, at its option, either new or like kind replacement parts. "Parts" are defined as any part of the system except the compressor. Parts are defined as the remote.

COMPRESSOR – For a period of one (1) year from the beginning of the warranty period, MRCOOL will supply, at its option, either new or like kind replacement compressor(s).

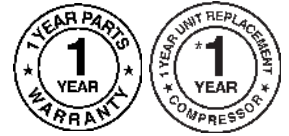
LIMITATIONS OF WARRANTIES: THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTY RIGHTS AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MRCOOL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF MRCOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MRCOOL'S LIABILITY EXCEED THE PURCHASE PRICE OF THE SYSTEM.

THIS WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of defective parts, replacement parts, or new units.
2. Normal maintenance as outlined in the Installation and/or Owner's Manuals, including, but not limited to filter cleaning and/or replacement, and lubrication.
3. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
4. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service.
5. Failure or damage due to animals or other organisms, water, floods, winds, fires, lightning, accidents, impact damage from projectiles, earthquake, theft or loss, riot, vandalism, acts of war, force majeure, corrosive environments, or other conditions beyond the control of the Company.
6. Parts or products not supplied or designated by Company, or damages resulting from their use.
7. Products installed outside the USA and Canada.
8. Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
9. Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant.
10. Any and all shipping or freight charges or damages arising from transportation of the product or parts covered by the Limited Warranty.
11. A product that had a serial number or any part(s) thereof altered, defaced or removed in any way.
12. Any damage caused by frozen or broken water pipes in the event of equipment failure.
13. Changes in the appearance of the unit that do not affect its performance.
14. Replacement of fuses and replacement or resetting of circuit breakers.
15. Units operated in incomplete structures.
16. Damage or repairs required as a result of the use of used or recycled refrigerant.
17. Any special, indirect or consequential property or commercial damage of any nature whatsoever. Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.
18. This warranty is non-transferable and assigned to the original, registered owner.

LIMITED WARRANTY

for MRCOOL Monoblock MTHP Series



Models: MDM10115D

CLAIM SUBMISSION

To submit warranty claims, customer must call (270) 366-0457, email support@mrcool.com, create a ticket through mrcool.com or follow other directions provided on mrcool.com. Customer or HVAC Technician must perform any and all diagnostics as directed by MRCOOL and provide proof as required by MRCOOL. Having a state or province licensed or certified HVAC technician send written proof of diagnostic tests performed and parts or compressor failure may be required at MRCOOL's discretion. At the request of MRCOOL, parts and compressors must be returned to MRCOOL and become the property of MRCOOL.

DISPUTE RESOLUTION

In the event of any dispute with MRCOOL, Purchaser agrees to first contact MRCOOL by phone at (270) 366-0457, by e-mail at legal@mrcool.com, or by U.S. Mail at MRCOOL, LLC, Attn: Customer Service, 48 Remington Way, Hickory, KY 42051, and attempt to resolve the dispute informally by providing the following information: name, address, contact information and the nature of the dispute. In the event that MRCOOL is unable to resolve a dispute within 90 days of Purchaser's contacting MRCOOL, the parties agree to resolve any claim, dispute, or controversy arising out of or in connection with this Limited Warranty (the "Claims") by binding arbitration.

ARBITRATION

The laws of the State of Kentucky shall govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to this Limited Warranty shall be submitted to confidential arbitration in Paducah, Kentucky, under the rules then prevailing of the American Arbitration Association. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration involving any other person or entity subject to this Limited Warranty, whether through class arbitration proceedings or otherwise. Except to the extent prohibited by applicable law, Purchaser agrees she/he will not bring any Claim more than one (1) year after the cause of action has accrued. If the arbitrator decides in favor of Purchaser, the award may include Purchaser's costs of arbitration, including reasonable attorneys' fees and reasonable fees for any expert and other witnesses. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction. You have the right to opt out of this arbitration provision by contacting us at optout@mrcool.com within thirty (30) days of your purchase of the product. If more than thirty (30) days have passed, you are not eligible to opt out of this arbitration requirement and must pursue any claim through binding arbitration.