

Limited Warranty - Effective July 1st, 2024

Subject to the terms and conditions of this limited warranty, Refricenter of Miami, Inc. ("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.

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.

This limited warranty applies to Products manufactured on or after January 1, 2023.

TERM: Table 1 (attached hereto) contain the Limited Warranty Period for the original purchaser:

- For most installed Products including, but not limited to, Products installed in a builder's model home, the Commencement Date shall be the date that the original installation is complete and all Product start-up procedures have been properly completed and recorded on the installer's invoice, which includes all model and serial numbers of the installed Product(s). If the installation and start-up date was not recorded on the installer's invoice the Commencement Date shall be sixty (60) days after the factory manufacture date, which is determined by the Product serial number.
- 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.
- If the original purchaser sells the home, base limited warranty terms, as identified in **Table 1**, shall apply for subsequent owners.

How to Obtain Service: Locate a service provider in your area, who will provide service under this limited warranty. Company may request proof of Product purchase and/or installation, including installation address, in order to provide replacement part(s) under this limited warranty.

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: To register online go to the below website and click "Warranty Registration".

TGM Customers : <http://tgmairconditioning.com/warranty-registration/>

Eligibility Requirements: The following items are required in order for the Product(s) to be covered under this limited warranty:

- The Product(s) 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.
- The Product(s) purchased through Internet sales must be properly installed by a Licensed HVAC professional.
- 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.
- All claims under this limited warranty must be filed within 60 days of failure date.

Exclusions: 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 Product(s) 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:
 - Any third party product, service, or system connected or used in conjunction with the Product(s);
 - Any use that is not designed or intended for the Product(s);
 - Modification, alteration, abuse, misuse, negligence, or accident;
 - 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;
 - Any use in violation of the written instructions or specifications provided by Company;
 - Any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes, or any theft or riots;
 - A corrosive atmosphere or contact with corrosive material 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, 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.
- Replacement parts required to convert Product(s) from R-410A refrigerant to any other refrigerant.
- Use of alternate, contaminated, counterfeit, non-manufacture approved refrigerants, and/or non-approved refrigerant additives including, but not limited to, dyes will void this warranty.
- Liquid line filter drier must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressor failures defined as burnouts and failure to do so 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 PRODUCT(S). 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 PRODUCT(S).

No action arising out of any claimed breach of this limited warranty may be brought by the purchaser more than six (6) months 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.

Customer Relations can be reached at sales@tgmairconditioning.com; Phone 1-305-477-8880
Or visit our website at <https://tgmairconditioning.com/>

Table 1: Warranty Time Periods

COVERAGE TERMS FOR RESIDENTIAL APPLICATIONS:

Pursuant to the Refricenter of Miami, Inc. ("Company") limited warranty terms and conditions, the following Products are covered for the base time periods as stated below ("Base Limited Warranty Period").

Single Phase R410 Outdoor Units:

CTV14C, CTV14H, CTV15C, CTV15H, CTV18C, GTS18C, GTS18H

Base Limited Warranty Period: Compressor, Outdoor Coil, Parts - five (5) years when purchasing a condensing unit individually; ten (10) years when purchasing a complete condensing unit and air handler system.

Specific Terms for Commercial Applications:

Limited Warranty Period: Coil, Parts - one (1) year

Limited Warranty Period: Compressor - five (5) years