

ASPEN LIMITED WARRANTY

Models Covered: CA, CB, CC, CE, CH, CM, CP, CQ, CR, and CS Series Evaporator Coils

This certificate is our warranty to the original purchaser. This warranty is non-transferrable. RETAIN THIS CERTIFICATE WITH YOUR VALUABLE DOCUMENTS.

COMPLETE COIL WARRANTY

Aspen Manufacturing, LLC ("Aspen") warrants to the original registered owner and his or her spouse ("owner") that CA, CB, CC, CE, CH, CM, CP, CQ, CR, and CS Series Evaporator Coils sold to them shall be of a merchandisable quality, free of defects in material or workmanship, under normal use and service for a period of ten (10) years from date of installation NOT to exceed eleven (11) years from date of manufacture. If a claim is made during the eleventh year, documentation of installation date must accompany the claim.

The date of manufacture is coded in the first three digits of the serial number, e.g. J04-00017662 = Sept. 2004. Date codes are as follows: A=January B=February C=March D=April E=May F=June G=July H=August J=September K=October L=November M=December

This warranty applies only if:

- 1) The unit is installed in an owner-occupied, single family residence, and,
- 2) The unit is installed in conjunction with a split system air conditioner or heat pump to which it is properly matched by the installer, and,
- 3) The unit is properly registered with Aspen within sixty (60) days after the original installation. To register, go to www.aspenmfg.com. Online registration is not required in California or Quebec.

If the above conditions are not met, then the Coil is warranted for a period of five (5) years from date of installation NOT to exceed six (6) years from date of manufacture. If a claim is made during the sixth year, documentation of installation date must accompany the claim.

Coils and coil parts covered by this warranty and found to be defective upon examination at the Aspen factory will, at Aspen's option, be repaired or replaced and returned to the buyer via lowest common carrier or alternatively, Aspen may at its option, grant the buyer a credit for the replacement value of the defective article at the time of the claim. Correction of such defect by 1) credit, or 2) repair or replacement then return via lowest common carrier shall constitute full performance by Aspen of its obligation hereunder.

Should you require in-warranty parts under the terms stated above, contact the installing dealer or contractor. Should you be unable to obtain warranty parts through such installing dealer or contractor, contact an Aspen distributor. Warranty parts should be replaced by a qualified local contractor or dealer.

Every claim on account of Breach of Warranty shall be made to Aspen in writing within the warranty period specified above, otherwise such claim shall be deemed waived.

Any part replaced pursuant to this warranty is warranted only for the unexpired portion of the warranty term applying to the original part. These warranties do not apply to labor, freight, or any other cost associated with the service, repair or operation of the unit.

EXCLUSIONS

THIS WARRANTY DOES NOT INCLUDE SERVICE OR LABOR CHARGES CONNECTED WITH THE DETERMINATION OR REPLACEMENT OF DEFECTIVE PARTS. ALL LABOR CHARGES ARE THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR FOR THE LENGTH OF HIS GUARANTEE, IF ANY, AND THEREAFTER THE CONSUMER. OUR WARRANTY OBLIGATION IS LIMITED TO THE EXCHANGE OF DEFECTIVE ITEMS AS SPECIFICALLY PROVIDED HEREIN. WE WILL NOT PROVIDE ANY OTHER FORM OF COMPENSATION IN LIEU OF THIS EXCHANGE PROVISION. THE FOREGOING PROVISIONS STATE THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM IN RESPECT TO THE PRODUCT DESCRIBED ON THE REVERSE SIDE OF THIS CERTIFICATE. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS DEPENDING ON THE JURISDICTION, WHICH IF AVAILABLE ARE LIMITED TO THE DURATION OF THIS WARRANTY.. CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR THE BREACH OF ANY WARRANTY WHETHER

EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO EXTRA UTILITY EXPENSES OR LOSSES TO PERSONS OR PROPERTY ARISING OUT OF THE FAILURE OF THIS EQUIPMENT TO OPERATE FOR ANY REASON WHATSOEVER ARE EXCLUDED.

This warranty does not cover loss or damage due to:

1. The actions, omissions or stability of the independent contractor(s) who install or service this unit.
2. Components or other accessories not compatible with the unit.
3. Acts of God.
4. Extreme outside temperatures lower than - 25° or higher than 120°.
5. Installations outside the United States and Canada.
6. Sheet metal parts, expendable supplies such as refrigerants, and repairable coils.
7. Damage or repairs incurred for repairs of start-up refrigerant leaks, since Coils that are not pressurized should not be installed.
8. Damage or repairs associated with a Coil that has been removed from the location where it was originally installed.
9. Damage or repairs required as a consequence of faulty installation or application.
10. Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere (such as salt, chlorine, fluorine, or other damaging chemicals) or other externally damaging conditions.
11. Lack of normal maintenance as described in the installation and operating manual, such as cleaning of the coils.
12. Parts not supplied or designated by Aspen.
13. Damage or repairs required as a result of any improper use, maintenance, operation or servicing.
14. Changes in the appearance of the unit that does not affect its performance.

The costs of refrigerant, refrigerant reclamation, miscellaneous material and labor charges for diagnostics, servicing or replacing parts are not covered. Aspen shall have no liability for expenses incurred for repairs without prior, written authorization from Aspen. No purchaser, distributor, dealer, representative, agent, person, firm or corporation has authority to alter, add to, or modify this warranty, either orally or in writing.

This warranty gives you specific legal rights, and you may also have other rights that may vary from state to state or province to province. For further information about this warranty, contact Aspen at (281) 441-6500 or by mail to 373 Atascocita Road, Humble, TX 77396.

ALL CLAIMS RELATING TO OR ARISING OUT OF THE OPERATION OF THIS PRODUCT ARE SUBJECT TO BINDING ARBITRATION UNDER THE AUSPICES AND RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

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