

ASPENPRO LIMITED WARRANTY

AspenPro products are warranted to be free from defects in material and workmanship under normal use and maintenance for a period of ONE YEAR from the date of original installation or for a period not to exceed EIGHTEEN MONTHS from the date of manufacture, whichever period ends sooner.

EXCLUSIONS: The following are not covered by this limited warranty:

- Labor costs including, but not limited to, costs for diagnostic calls or the removal, repair, shipping, servicing or handling, and reinstallation of Products and/or replacement parts or accessories.
- 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 AspenPro; (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.
- 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. Damage or destruction of the product by outside sources.
- Increased utility usage costs - Normal maintenance - Shipping or handling damage.
- Any special, indirect, consequential, property, or commercial damage of any nature whatsoever.

WARNING TO INSTALLER, SERVICE PERSONNEL, AND OWNER: Altering an AspenPro product or replacing parts with non-authorized parts voids all warranty or implied warranty and may result in adverse operational performance and /or a possible hazardous safety condition to service personnel and occupants.

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.

CUSTOMER REMEDIES

The Company's entire liability and Customer's exclusive remedy for the product that does not meet this Limited Warranty and which is returned to the Company with a copy of Customer's receipt, shall be, at the Company's option, either (a) return of the original purchase price paid to the Company, or (b) repair or replacement of product.

NO 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.

NO LIABILITY FOR DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE COMPANY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Maintenance manuals for all AspenPro products are available at www.Aspenmfg.com
Aspen Warranty Administration Department- 373 Atascocita Road -Humble, Texas 76396