

LIMITED WARRANTY

This limited warranty is provided by Innovair Solutions USA INC ("Innovair") and covers the following Central Ducted product series:

SLIM4 / SLIM4+ / GT4 / T32

This warranty is valid only if the Product remains installed at its original place of installation. The warranty is effective only if the Product is installed and maintained by a licensed HVAC contractor in accordance with all applicable laws and the conditions outlined in this warranty. If Innovair determines that the Product or any part has a defect in workmanship or materials, Innovair may, at its discretion, repair or replace the defective part.

This warranty agreement supersedes all prior agreements and represents the complete and exclusive understanding between the parties. Any previous oral or written negotiations, representations, or promises are deemed merged into this agreement.

Residential Application Warranty

Residential Application refers to installations in **single-family homes, duplexes, condos, apartments, or townhomes**. The dwelling must be used primarily for **personal, family, or household purposes**, and must not be **short-term** leased, rented, or otherwise used for commercial or income-generating purposes. For the purposes of this warranty, short-term rentals or leases refer to occupancies lasting 30 days or less.

- **Parts:** Ten (10) years from the commencement date
- **Compressor:** Ten (10) years from the commencement date
- **Accessories:** One (1) year from the commencement date
- **Replacement:** Three (3) years from commencement date

Residential Commencement Date:

- For newly constructed homes: The date of home purchase by the homeowner from the builder.
- For existing residences: The original installation date.
- If neither date can be verified: Ninety (90) days from the manufacturing date (based on the unit's serial number).

This limited warranty applies only if:

1. The unit is registered with Innovair within sixty (60) days of installation or purchase of new home.
2. The Product is installed in an owner-occupied, single-family residence
3. The Product remains in its original installation location.
4. The Product is installed by licensed HVAC professionals in compliance with all local, state, and provincial laws.
5. The Product is installed, maintained, and used according to the manufacturer's recommendations outlined in the installation and user manuals.

Residential Limited Replacement Warranty

In addition to the applicable parts warranty, if an Innovair-supplied compressor, reversing valve, condenser coil, or evaporator coil is determined by Innovair to be defective due to improper factory workmanship and/or materials within three (3) years from the applicable Residential Commencement Date, Innovair may, at its option, provide a comparable Innovair unit component (heat pump, air handler, or coil), at no charge. Residential Limited Replacement warranty only applies to Residential Application Warranty conditions listed previously.

This allowance applies exclusively to Innovair-branded equipment. Innovair shall have no responsibility or liability for, and shall not replace or reimburse, any third-party or non-Innovair equipment or components under any circumstances, regardless of system configuration or compatibility.

All unit replacement claims are subject to review and prior written approval by Innovair, at its sole discretion. Innovair reserves the right to deny replacement claims resulting from improper installation, incorrect application, system misconfiguration, environmental conditions, or any other circumstances determined by Innovair to be unrelated to factory workmanship or materials.

Any replacement unit provided under this allowance shall carry the remaining portion of the original warranty or one (1) year, whichever is greater. Unit or component replacement does not qualify for labor reimbursement, and all labor, removal, reinstallation, refrigerant, and associated service costs remain the sole responsibility of the owner or installing contractor.

Commercial Application Warranty

Commercial Application includes, but is not limited to: Non-owner-occupied residences, such as **short-term** rental properties, vacation homes, or Airbnb-type short-term rentals. For the purposes of this warranty, short-term rentals or leases refer to occupancies lasting 30 days or less.

1. Non-owner-occupied residences, such as **short-term** rental properties, vacation homes, or Airbnb-type short-term rentals. For the purposes of this warranty, short-term rentals or leases refer to occupancies lasting 30 days or less.
2. Office buildings, retail spaces, hotels, or any structure used for business, institutional, industrial, or commercial activity.

- **Parts:** Five (5) years from the commencement date
- **Compressor:** Five (5) years from the commencement date
- **Accessories:** One (1) year from the commencement date
- **Replacement:** Does not apply to Commercial Application

This limited warranty applies only if:

1. The unit is registered with Innovair within sixty (60) days of installation.
2. The Product is installed with a voltage or surge protector rated by UL, ETL, or CSA.
3. The Product remains in its original installation location.
4. The Product is installed by licensed HVAC professionals in compliance with all applicable laws.
5. The Product is installed, maintained, and used according to the manufacturer's installation and user manuals.
6. Defective parts are returned to the distributor for credit.

Exclusions to Warranty Coverage

This warranty does not cover:

1. Products installed outside the United States or Canada.
2. Products operated in unoccupied structures or used for purposes other than comfort cooling/heating.
3. Products that have been relocated from their original place of installation.
4. Products that have been claimed as damaged and credited.
5. Failures or malfunctions due to improper operation, negligence, accidents, freezing, electrical surges, electrical imbalance characteristics, or unauthorized alterations.
6. Damage caused by incompatible components or accessories, unapproved chemicals, or contaminated/corrosive liquid supply.
7. Faulty installations, applications, or unauthorized modifications.
8. Damage resulting from conditions within the structure, such as mold, mildew, fungus, bacteria, or toxins.
9. Products that do not comply with federal efficiency standards issued by the Department of Energy.
10. Failures due to building design flaws, inadequate refrigerant levels, or faulty condensate drain or refrigerant line installation.
11. Cosmetic changes in the unit's appearance that do not affect performance.
12. Costs related to labor, shipping, materials, or transportation.
13. Costs for refrigerant replacement, refilling, or disposal.
14. Parts not supplied by Innovair or damage resulting from the use of non-Innovair parts.
15. Products on which payment to Innovair is in default.
16. Increased fuel or electricity costs.
17. Damage caused by natural disasters or "Acts of God," such as earthquakes, floods, hurricanes, tornadoes, lightning strikes, fires (not caused by manufacturing defects), volcanic eruptions, tsunamis, avalanches, or other catastrophic events.

Accessories and Components

Accessories included with the Product are warranted against defects in factory workmanship and materials for a period of one (1) year from the Commencement Date. This limited accessory warranty covers manufacturing defects only and does not cover the loss of any accessory or damage

caused by physical actions, mishandling, or misuse. Accessories include, but are not limited to, remote controls, thermostats, filters, adapters, and any other accessories included with the unit.

Limitation of Warranties

ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

INNOVAIR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING PROPERTY DAMAGE.

For residents of states and provinces that do not allow the exclusion or limitation of incidental or consequential damages, the above exclusion may not apply.

No person or entity is authorized to change the terms and conditions outlined in this Warranty agreement, in any respect, nor to create any additional obligations or liabilities for any party involved.

Pursuing Legal Remedies

This arbitration clause affects your rights against Innovair Solutions USA, Inc and any of its employees, agents, affiliates, successors, or assigns, all of whom together are referred to below as "we" or "us" for the simplicity of reference.

Arbitration Requirement: Any dispute between you and Innovair (including its employees, agents, affiliates, successors, or assigns) shall be resolved through neutral and binding arbitration, rather than through court proceedings or a jury trial. Arbitration will be conducted on an individual basis. You waive any right to participate as a class representative, class member, or in any class arbitration or consolidation of individual arbitrations.

The arbitrator will be a member of the American Arbitration Association.

Scope of Disputes: "Dispute" is defined broadly to include any claim related to the purchase, use, or condition of the Product, as well as the scope or application of this arbitration clause.

Governing Law: Arbitration procedures are governed by the Federal Arbitration Act (9 U.S.C. § et seq.). Substantive warranty claims are governed by the applicable law of the state where the Product was purchased.

Arbitration Location: Unless otherwise specified by law, arbitration hearings will be conducted in Miami-Dade County, Florida.

Arbitration Costs: Unless otherwise specified by law, each party is responsible for their respective arbitration fees and legal expenses.

This arbitration clause remains in effect indefinitely, even after the expiration or termination of the warranty.

Registration and Support

To register your Product, visit Innovair's website at www.innovair.com.

For technical support, licensed technicians may contact Innovair's Tech Support at 1-855-539-7656, available Monday through Friday from 8 AM to 8 PM Eastern Time.

This warranty grants you specific legal rights. You may have additional rights that vary by state or province.