

Limited Warranty

Subject to the terms and conditions of this limited warranty, TwentyThreeC, LLC ("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 continental United States (excluding Alaska and Hawaii) and Canada. Commercial applications are treated differently under this limited warranty as stated in Table 1a, attached hereto. Commercial applications do not receive the "One Year Product Replacement Pledge". For purposes of this limited warranty, "commercial applications" shall mean any application other than a residential/multi-family application (personal, family or household) purposes.

WHAT COMPANY WILL DO: Subject to the terms and conditions contained in this Limited Warranty, as Company's only responsibility and Purchaser's only remedy under this Limited Warranty, Company will: (A) for one (1) year from the Limited Warranty Commencement Date, as defined below, replace the Product if the compressor (Package Gas, Package Heat Pump, Split Air Conditioner, Split Heat Pump), condenser coil (Packaged Gas, Packaged Heat Pump, Split Heat Pump Condenser or Split Air Conditioning Condenser), evaporator coil (Packaged Gas, Packaged Heat Pump, Split System Air Handler) or heat exchanger (Packaged Gas or Split System Furnace) fails ("One Year Product Replacement Pledge") See Table 2; or (B) following the One Year Product Replacement Pledge, furnish a replacement part without charge for the part only ("Parts Only Warranty"). All replacement units or parts will be provided by Company to a licensed HVAC service provider for failures due to a manufacturing defect under normal use and maintenance. For the Parts Only Warranty, 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. All repairs of Product parts covered under this Limited Warranty must be made with authorized service parts and by a licensed HVAC service provider. Neither the replacement of the Product under the One Year Product Replacement Pledge or installation of Product replacement parts under the Parts Only Warranty shall extend the original warranty period such that the warranty period for any Product or Product part replaced under this Limited Warranty is the applicable warranty period remaining under the original Product Limited Warranty.

TERM: The Limited Warranty Commencement Date shall be: (1) for replacement residential/multi-family applications, the date of installation of the Product as evidenced by the installer invoice indicating unit commissioning has been completed or, if the installer invoice is not available, the date of shipment from Company's distribution center plus sixty (60) days, (2) for residential new construction, the date the Purchaser purchased the residence from the builder as evidenced by proof of Product purchase, installation, and/or closing date of the residence, (3) the contractor may request a change to the Commencement Date from their distributor, if the Product was installed more than sixty (60) days after shipment from Company to distributor (documentation of installation may be required).

ELIGIBILITY REQUIREMENTS: The following items are required in order for the Products to be covered under this limited warranty:

- The Products must be in the same location where they were originally installed.
- The Products must be properly installed 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. 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.

EXCLUSIONS: The 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 Products 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 (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 Company; (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.
- Products purchased direct including, but not limited to, Internet or auction purchases and purchases made on an uninstalled basis, unless the unit is installed by a licensed HVAC professional adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- 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 (unless otherwise specified).
- Increased utility usage costs.

REFRIGERANT POLICY: All Products with manufacturer-installed refrigerant will include R410-A refrigerant. Any and all expenses or costs associated with replacing Product parts that are not R-410A compatible will not be covered by the terms and conditions of this limited warranty. A liquid line filter drier must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressors defined as burnouts and failure to do so will void this warranty. Non-approved refrigerant and/or non-approved refrigerant system additives including, but not limited to dyes will void this limited warranty.

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 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. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages, 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.

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Table 1 Residential / Multi-family Application

COVERAGE TERMS AND TIME PERIODS FOR RESIDENTIAL APPLICATIONS OF OXBOX BRANDED PRODUCTS: Pursuant to the TwentyThreeC, LLC. ("Company") limited warranty terms and conditions, the following Products are covered for the time periods as stated below ("Limited Warranty Period"):

One Year Replacement Pledge for Residential and Multi-family applications ONLY (see Table 2):

For one (1) year following the Limited Warranty Commencement Date of the Product, Company will replace the Product if the compressor (Package Gas, Package Heat Pump, Split Air Conditioner, Split Heat Pump), condenser coil (Packaged Gas, Packaged Heat Pump, Split Heat Pump Condenser or Split Air Conditioning Condenser), evaporator coil (Packaged Gas, Packaged Heat Pump, Split System Air Handler) or heat exchanger (Packaged Gas or Split System Furnace) fails ("One Year Product Replacement Pledge"). After one year following the Limited Warranty Commencement Date of the Product, the Company will repair or replace, as applicable, based upon the following:

SINGLE PHASE OUTDOOR UNITS (Air Conditioners and Heat Pumps): J4AC3, J4AC4, J4AC6, J4HP4, J4HP6 5 Year Parts Limited Warranty 7 Year Compressor Limited Warranty	PACKAGED HEAT PUMPS: J4PH4 5 Year Parts Limited Warranty 7 Year Compressor Limited Warranty
GAS FURNACES: J801, J951, J952, J962 KG7SA, KG8SA, KG7SK, KG7SD, KG7SM, FG7TC, FG7TN 5 Year Parts Limited Warranty 20 Heat Exchanger	PACKAGED GAS ELECTRIC: J4PG4 5 Year Parts Limited Warranty 7 Year Compressor Limited Warranty 20 Heat Exchanger
AIR HANDLERS & COILS: J4AH4E, J4AH4P, J4AH6, JMM4, JMM5 5 Year Parts Limited Warranty	ELECTRIC HEATERS (installed in J4AH4/6, JMM4/5): JAYHTR1A, BAYHTRJ 5 Year Parts Limited Warranty
COILS: J4MXC, J4GXC 5 Year Parts Limited Warranty	ELECTRIC HEATERS (installed in J4PH4): JAYHTR1P 5 Year Parts Limited Warranty
	CONTROLS: 1 Year Parts Limited Warranty

Table 1a Commercial Application

COVERAGE TERMS AND TIME PERIODS FOR COMMERCIAL APPLICATIONS OF OXBOX BRANDED PRODUCTS: Pursuant to the TwentyThreeC, LLC. ("Company") limited warranty terms and conditions, the Products listed above are covered for the time periods as stated above ("Limited Warranty Period").

Commercial applications are not eligible for the one year product replacement pledge.

Table 2: One Year Replacement Eligibility

✓ = If this part fails within the first year, unit qualifies for a full replacement. (Residential / Multi-Family applications only)	Compressor	Condenser Coil	Evaporator Coil	Heat Exchanger
Split System Air Conditioner	✓	✓		
Split System Heat Pump	✓	✓		
Split System Furnace				✓
Split System Air Handler			✓	
Split System Evaporator Coil			✓	
Packaged Gas	✓		✓	✓
Packaged Heat Pump	✓		✓	