

# Limited Warranty

## FOR ELECTRIC HEAT ELEMENTS

Unitary Products (UP) warrants the electric heat elements installed in this product to be free from defects in factory workmanship and material under normal use and service and will, at its option, repair or replace the electric heat elements if it proves to have such defects, within five (5) years following the date of product installation.

**For your benefit and protection, return the Warranty Registration Card to UP promptly after installation. This will initiate the warranty period and allow us to contact you, should it become necessary. In the absence of a recorded Warranty Registration Card, the warranty period will begin upon product shipment from UP.**

This warranty extends only to the original consumer purchaser and is non-transferable. For this warranty to apply, the product must be installed according to UP recommendations and specifications, and in accordance with all local, state and national codes, and the product must not be removed from its place of original installation. The warranty period for repair or replacement parts provided hereunder shall not extend beyond the warranty period state above.

UP strongly recommends regular periodic preventative maintenance on this equipment. The person most familiar with the equipment in your HVAC system is a UP dealer. The UP dealer can ensure your maintenance program meets the conditions of the "UP Warranty", maximize the efficiency of the equipment, and service your unit within the mandated guidelines with regard to unlawful discharge of refrigerants into the atmosphere.

This warranty applies only to products installed in the United States, Canada or Mexico.

### EXCLUSIONS

This warranty does not cover any:

1. Shipping, labor, or material charges.
2. Damages resulting from transportation, installation, or servicing.
3. Damages resulting from accident, abuse, fire, flood, alteration, or acts of God (tampering, altering, defacing or removing the product serial number will serve to void this warranty).
4. Damages resulting from use of the product in a corrosive atmosphere.
5. Damages resulting from inadequacy or interruption of electrical service or fuel supply, improper voltage conditions, blown fuses, or other like damages.
6. Cleaning or replacement of filters.
7. Damages resulting from failure to properly and regularly clean air and/or water side of condenser and evaporator.
8. Damages resulting from: (I) freezing of condenser water or condensate; (II) inadequate or interrupted water supply; (III) use of corrosive water; (IV) fouling or restriction of the water circuit by foreign material or like causes.
9. Damages resulting from operation with inadequate supply of air or water.
10. Damages resulting from use of components or accessories not approved by UP (vent dampers, etc).

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTY, SO THAT THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

SOME STATES ALLOW ONLY A PARTIAL LIMITATION ON IMPLIED WARRANTIES TO LIMIT THE DURATION OF IMPLIED WARRANTIES TO THE DURATION OF THE EXPRESS WARRANTY. IN SUCH STATES, THE DURATION OF IMPLIED WARRANTIES IS HEREBY EXPRESSLY LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THE FACE HEREOF.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, OR OTHERWISE, SHALL UPG BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE EQUIPMENT OR ASSOCIATED EQUIPMENT, LOST REVENUES OR PROFITS, COST OF SUBSTITUTE EQUIPMENT OR COST OF FUEL OR ELECTRICITY. THE ABOVE LIMITATIONS SHALL INURE TO THE BENEFIT OF UPG'S SUPPLIERS AND SUBCONTRACTORS. THE ABOVE LIMITATION ON CONSEQUENTIAL DAMAGES SHALL NOT APPLY TO INJURIES TO PERSONS IN THE CASE OF CONSUMER GOODS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR FOR STRICT LIABILITY IN TORT, SO THAT THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

UP DOES NOT ASSUME, OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR UP, ANY OTHER LIABILITY FOR THE SALE OF THIS PRODUCT.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### TO OBTAIN WARRANTY SERVICE

Notify your installing or servicing dealer, preferable in writing, of the problem as soon as possible after its discovery. Be sure to include product model number, serial number, installation date and the nature of the problem.

If a response is not received within a reasonable time, notify UP Customer Relations Dept. 5005 York Drive, Norman, Oklahoma 73069

Service requests sent to UP without prior dealer contact will be referred back to a dealer through the UP Distributor. Because this is a time consuming process, it is in the best interest of the consumer to contact a dealer directly.

For Owner's Information

PRODUCT MODEL NO. \_\_\_\_\_ INSTALLATION DATE \_\_\_\_\_  
 UNIT SERIAL NO. \_\_\_\_\_ INSTALLING DEALER \_\_\_\_\_