

Limited Warranty for Air Conditioner & Heat Pump Condensing Units

FOR WARRANTY SERVICE OR REPAIR:

Contact the installer or a Payne dealer. You may find their name on the product or in your Owner's Packet.

For help, contact: Payne Heating & Cooling, Consumer Relations, P.O. Box 4808, Syracuse, New York 13221, Phone 1-888-417-2963

PRODUCT REGISTRATION: Register your product online at www.payne.com.

Model No. _____

Unit Serial No. _____

Date of Installation _____

Installed by _____

Name of Owner _____

Address of Installation _____

Payne Heating & Cooling (hereinafter "Company") warrants this product against failure due to defect in materials or workmanship under normal use and maintenance as follows. Warranty periods begin on the date of original installation. If a part fails due to defect during the applicable warranty period Company will provide a new or remanufactured part, at Company's option, to replace the failed defective part at no charge for the part. Alternatively, and at its option, the Company will allow a credit in the amount of the then factory selling price for a new equivalent part toward the retail purchase price of a new Company product. Except as otherwise stated herein, those are Company's exclusive obligations under this warranty for a product failure. This limited warranty is subject to all provisions, conditions, limitations and exclusions listed below and on the reverse (if any) of this document.

OWNER-OCCUPIED, RESIDENTIAL APPLICATIONS

This warranty is to the original purchasing owner only and is not transferable. Except as otherwise stated, **if the product is installed in an owner-occupied residence and is properly registered within 90 days after original installation (see Warranty Conditions below for registration instructions), then the warranty period will be ten (10) years from the date of installation. Otherwise the warranty period is five (5) years from the date of installation.**

OTHER RESIDENTIAL APPLICATIONS (Apartments, Rental Properties, etc.)

The warranty period is five (5) years all parts and is not transferable.

OTHER APPLICATIONS

This warranty is non-transferable. The warranty period is five (5) years on the compressor, and one (1) year on all other parts.

LEGAL REMEDIES: The owner **must** notify the Company in writing, by certified or registered letter to Payne Heating & Cooling, Warranty Claims, P.O. Box 4808, Syracuse, New York 13221, of any defect or complaint with the product, stating the defect or complaint and a specific request for repair, replacement, or other correction of the product under warranty, mailed at least thirty (30) days before pursuing any legal rights or remedies.

WARRANTY CONDITIONS:

1. To obtain a ten-year warranty the product must be properly registered at www.payne.com within ninety (90) days of original installation. In jurisdictions where warranty terms conditioned on registration are prohibited by law, registration is not required and the warranty period will be 10 years.
2. Where a product is installed in a newly constructed home, the date of installation is the date the homeowner purchased the home from the builder.
3. If the date of original installation cannot be verified, then the warranty period begins ninety (90) days from the date of product manufacture (as indicated by the model and serial number).
4. Product must be installed properly and by a licensed HVAC technician.
5. The warranty applies only to products remaining in their original installation location.
6. Installation, use, care, and maintenance must be normal and in accordance with instructions contained in the Installation Instructions, Owner's Manual and Company's service information.
7. Defective parts must be returned to the distributor through a registered servicing dealer for credit.

LIMITATIONS OF WARRANTIES: ALL IMPLIED WARRANTIES AND/OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS. SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON WHATSOEVER.

THIS WARRANTY DOES NOT COVER:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts, or new units.
2. Any product purchased over the Internet.
3. Normal maintenance as outlined in the installation and servicing instructions or Owner's Manual, including filter cleaning and/or replacement and lubrication.
4. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
5. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service.
6. Failure or damage due to floods, winds, fires, lightning, accidents, corrosive environments (rust, etc) or other conditions beyond the control of Company.
7. Parts not supplied or designated by Company, or damages resulting from their use.
8. Products installed outside the U.S.A. or its territories and Canada.
9. Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
10. Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant.
11. **ANY SPECIAL, INDIRECT OR CONSEQUENTIAL PROPERTY OR COMMERCIAL DAMAGE OF ANY NATURE WHATSOEVER.**
Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.