



**DAIKIN APPLIED AMERICAS INC.
LIMITED PRODUCT WARRANTY
(North America)**

Daikin Applied Americas Inc. dba Daikin Applied (“Company”) warrants to contractor, purchaser and any owner of the product (collectively “Owner”) that Company, at its option, will repair or replace defective parts in the event any product manufactured by Company, including products sold under the brand name Daikin and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial startup or eighteen (18) months from the date shipped by Company, whichever occurs first. Authorized replaced parts are warranted for the duration of the original warranty. All shipments of such parts will be made FOB factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment.

In addition, labor to repair or replace warranty parts is provided during Company normal working hours on products with rotary screw compressors, centrifugal compressors and on absorption chillers. Warranty labor is not provided for any other products.

Company’s liability to Owner under this warranty shall not exceed the lesser of the cost of correcting defects in the products sold or the original purchase price of the products.

PRODUCT STARTUP ON ABSORPTION, CENTRIFUGAL AND SCREW COMPRESSOR PRODUCTS IS MANDATORY and must be performed by a Daikin Applied or a Company authorized service representative.

It is Owner’s responsibility to complete and return the Registration and Startup Forms accompanying the product to Company within ten (10) days of original startup. If this is not done, the ship date and the startup date will be deemed the same for warranty period determination, and this warranty shall expire twelve (12) months from that date.

EXCEPTIONS

1. If free warranty labor is available as set forth above, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.
2. Refrigerants, fluids, oils and expendable items such as filters are not covered by this warranty.
3. This warranty shall not apply to products or parts which (a) have been opened, disassembled, repaired, or altered by anyone other than Company or its authorized service representative; or (b) have been subjected to misuse, negligence, accidents, damage, or abnormal use or service; or (c) have been operated, installed, or startup has been provided in a manner contrary to Company’s printed instructions, or (d) were manufactured or furnished by others and which are not an integral part of a product manufactured by Company; (e) have been exposed to contaminates, or corrosive agents, chemicals, or minerals, from the water supply source, or (f) have not been fully paid for by Owner.

ASSISTANCE

To obtain assistance or information regarding this warranty, please contact your local sales representative or a Daikin Applied office.

SOLE REMEDY

THIS WARRANTY CONSTITUTES THE OWNER’S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

No person (including any agent, sales representative, dealer or distributor) has the authority to expand the Company’s obligation beyond the terms of this express warranty or to state that the performance of the product is other than that published by Company.

For additional consideration, Company will provide an extended warranty(ies) on certain products or components thereof. The terms of the extended warranty(ies) are shown on a separate extended warranty statement.