

Eubank Limited Product Warranty

Eubank warrants its products to be free from defects in materials and workmanship under normal use to the original purchaser when installed within the contiguous United States, the District of Columbia, and Canada for the period of time in the table below. If any part of your Eubank product fails within 15 months from the date of the original shipment from Eubank, or within twelve months from the date of original start-up but not to exceed 18 months from date of original shipment from Eubank, whichever comes first, Eubank will furnish without charge, EXW Cordele, Georgia, the required replacement part. The owner must provide proof of the date of the original start-up. The contractor's invoice, the certificate of occupancy, or similar documents are examples of acceptable proof of the date of the original start-up.

90 Days* w/Flat Rate Labor <i>(See Eubank Flat Rate Labor Guidelines)</i>
1 Year Parts
5 Years Compressor

*If any part of your Eubank unit fails within 90 days of the commencement of the warranty, Eubank will furnish without charge, EX Works, Cordele, Georgia, the required replacement part and pay for the labor to replace the part in accordance with the Eubank Flat Rate Labor Guidelines.

The following optional warranties are available from Eubank:

Bronze	Silver	Gold	Diamond
Any Special Warranty Written for a Job	1 Year Parts/Labor	2 Years Parts/Labor	5 Years Parts/Labor

The responsibility of the equipment owner includes:

1. To operate the equipment in accordance with the manufacturer's instructions.
2. To provide easy accessibility for servicing.
3. To check and reset any circuit breaker(s) and/or disconnect(s) prior to calling for service.
4. To keep the unit clean and free of dirt and containment and replace filters as required.
5. To keep the outdoor coil clean and free of leaves, paper, or other debris.
6. To pay the charges incurred when any of the above have not been done.
7. To pay for repair or replacement of any material or part other than those within the Eubank unit or controller.

Eubank will not be responsible for labor, transportation costs, delays or failures to complete repairs caused by events beyond our control. This warranty does not cover:

1. Any transportation, related service labor, diagnosis calls, filter, driers, refrigerant, or any other material charges.
2. Damages caused by shipping, accident, abuse, negligence, misuse, fire, flood, or Acts of God.
3. Damages caused by operating or staging the unit in a corrosive environment
4. Damages caused by improper application of the product.
5. Damages caused by failing to perform proper routine maintenance.
6. Expenses incurred for erecting, disconnecting or dismantling the product or installing the replacement part(s).
7. Products not installed or operated according to the included instructions, local codes, and good trade practices.
8. Products moved from the original installation site.
9. Products lost or stolen
10. Consequential damages or incidental expenses including losses to persons, property or business.
11. Modifications to original unit after it leaves the factory, such as breaking the any part of the sealed systems unless authorized in advance in writing by Eubank.

When service is required, it must be performed during normal working hours (8:00 AM - 5:00 PM) Monday - Friday and must be performed by Eubank personnel or a designated Service Representative. Eubank will pay for non-priority shipping costs of the compressor during the first twelve months of the warranty period. After the first twelve months of the warranty period, all costs of shipment and risk of loss during the shipment of the compressor shall be the responsibility of the owner.

The owner of the product may ship the allegedly defective or malfunctioning product or part to Eubank, at such owner's expense, and Eubank will diagnose the defect and, if the defect is covered under this warranty, Eubank will honor its warranty and furnish the required replacement part. All costs for shipment and risk of loss during shipment of the product to Eubank and back to the owner shall be the responsibility and liability of the owner. Upon written request by an owner, Eubank may arrange for remote diagnosis of the allegedly defective or malfunctioning product or part but all costs for transportation, lodging and related expenses with regard to such diagnostic services shall be the responsibility and liability of the owner.

An owner requesting performance under this Warranty shall provide reasonable access to the allegedly defective or malfunctioning product or part to Eubank and its authorized agents and employees.

THIS WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF ANY PURCHASER OF AN EUBANK HEAT PUMP OR AIR CONDITIONER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE, TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE EXCEED THE TERMS OF THE APPLICABLE WARRANTY STATED ABOVE AND EUBANK SHALL HAVE NO OTHER OBLIGATION OR LIABILITY. IN NO EVENT SHALL MARVAIR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR MONETARY DAMAGES.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE. Some states do not allow limitations or exclusions, so the above limitations and exclusions may not apply to you.