



# **Marvair® AVP Gold Service™ and Warranty Policy**

If any part of your Marvair® Heat Pump or Air Conditioner fails because of a manufacturing defect the earlier of twenty-seven months from the date of original shipment by Marvair or within twenty-four months from the date of original start-up, whichever is the earlier date, Marvair will furnish without charge, EXW Cordele, Georgia, the required replacement part and pay for the related service labor to replace the failed part. The owner must provide proof of the date of the original start-up. The owner's registration card filed with Marvair, the contractor's invoice, the certificate of occupancy or similar document are examples of proof of the date of the original start-up.

When service is required, it must be performed during normal working hours (8:00 a.m. to 5:00 p.m.) Monday through Friday and must be performed by Marvair® personnel or their designated Service Representative.

The responsibility of the Owner of the Equipment includes the following:

1. To operate the equipment according to the manufacturer's instructions.
2. To provide easy accessibility for service.
3. To check and reset circuit breaker(s) and disconnect before calling for service. (Circuit breaker(s) may be in the main service panel. The disconnect is in the Marvair® unit.)
4. To keep the unit clean and free of dirt.
5. To replace filters as required. (Filters are located in the lower front panel of the Marvair® unit below the indoor blower section.)
6. To keep the outdoor coil section clean and free of leaves, paper, etc.
7. To pay the charges incurred when any of the above have not been done.
8. To pay for repair or replacement of any material or part other than those within the Marvair® unit or thermostat itself.

In addition, if the hermetic compressor fails because of a manufacturing defect within the third through fifth year from the date of original shipment by Marvair®, Marvair will furnish without charge, EXW Cordele, Georgia, the required replacement. Any transportation, related service labor, diagnosis calls, filter, driers and refrigerant are not included.

The owner of the product may ship the allegedly defective or malfunctioning product or part to Marvair®, at such owner's expense, and Marvair will diagnose the defect and, if the defect is covered under this warranty, Marvair will honor its warranty and furnish the required replacement part. All costs for shipment and risk of loss during shipment of the product or part to Marvair and back to the owner shall be the responsibility and liability of the owner. Upon written request by an owner, Marvair 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 to Marvair® and its authorized agents and employees.

This warranty only applies to products purchased and retained for use within the U.S.A. This warranty does not cover damage caused by improper installation, misuse of equipment or negligent servicing.

**THIS WARRANTY AND SERVICE POLICY CONSTITUTE THE EXCLUSIVE REMEDY OF ANY PURCHASER OF A MARVAIR® 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 MARVAIR 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.

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P.O. Box 400 • Cordele, Georgia 31010  
156 Seedling Drive • Cordele, Georgia 31015  
Toll Free: 800-841-7854 • Ph: 229-273-3636 • Fax: 229-273-5154  
E-Mail: marvairtech@airxcel.com • Internet: www.marvair.com