

# LIMITED WARRANTY

## FOR MIDEA BRAND PACKAGED WINDOW HEAT PUMP

**MODELS: MAH09B1AGR, MAH09S1AGR, MAH09H1AGR**

**FOR WARRANTY SERVICE CONTACT YOUR INSTALLER OR ANOTHER QUALIFIED CONTRACTOR. IF YOU NEED ADDITIONAL ASSISTANCE CONTACT 1-866-646-4332.**

**PRODUCT REGISTRATION & WARRANTY DOCUMENTATION:** Register your Product online within 60 days of installation at [www.mideacomfort.us](http://www.mideacomfort.us) or [www.mideacomfortna.ca](http://www.mideacomfortna.ca).<sup>†</sup> Retain Your sales receipt, evidence of the installation date and a completed copy of this document for Your files.

<input type="text"/>	<input type="text"/>
Name of Owner ("You/Your")	Installation Address (Street, City, State & Zip Code)
<input type="text"/>	<input type="text"/>
Name & Telephone # of Installer	Date of Installation
<input type="text"/>	<input type="text"/>
Model #	Serial #

1. This Limited Warranty is subject to all provisions, conditions, limitations and exclusions identified in this document.
2. This Limited Warranty gives You specific rights, but You may also have other rights that vary from state to state.
3. Midea America Corp. ("Midea" or "We/Us/Our") warrants Your Product against failure due to defects in mechanical or electrical parts and materials. This means that at no cost to You and upon confirmation of Your Limited Warranty coverage, We will provide new parts (or remanufactured parts, at Our discretion) to a Midea distributor or licensed HVAC installer for the purpose of replacing Your covered defective parts.
4. Our Limited Warranty begins on the date of Your Product's original installation ("Installation") and ends after the applicable time period identified below. Installation includes the completion of all Product start-up procedures, as verified by a licensed installer's invoice. If the Installation date cannot be verified, this Limited Warranty will begin sixty (60) days after the date on which the Product was manufactured, as determined by the Product's serial number.
5. Proof of purchase may be required at the time of warranty service.
6. You must make any defective parts available to Us in exchange for replacement parts provided under this Limited Warranty, and any such defective parts will become Our property.
7. We warrant replacement parts and compressors provided under this Limited Warranty for the unexpired portion of Your original Limited Warranty period.

<sup>†</sup>*Please note registration may not be required under the laws of Your state or province, and failure to register will not diminish your Limited Warranty rights.*

### LIMITED WARRANTY TERM (in all cases, beginning on the date of Your Product's original Installation)

ITEM	RESIDENTIAL USE <sup>1</sup>	COMMERCIAL USE/ OTHER APPLICATIONS <sup>2</sup>
	Purchaser/Original Owner	
Compressor	<b>7 years</b> (or <b>10 years</b> if Your Product is properly registered with Us within 60 days of the date of Installation <sup>1</sup> )	<b>5 years</b>
Core Parts <sup>3</sup>	<b>5 years</b> (or <b>7 years</b> if Your Product is properly registered with Us within 60 days of the date of Installation <sup>1</sup> )	<b>2 years</b>
All Other Parts <sup>4</sup>	<b>2 years</b>	<b>2 years</b>

<sup>1</sup> Residential Use means Your Product is installed in a single-family home or multi-family building. For Residential Use, this Limited Warranty is available to the Original Purchaser and to Subsequent Owners for the terms indicated above.

<sup>2</sup> Commercial Use/Other Applications means any use other than Residential Use. For Commercial Use/Other Applications, this Limited Warranty is only available to the original purchaser for the terms indicated.

<sup>3</sup> Core Parts means printed circuit boards, capacitors, fan motors, blower wheels and fans, condensate pumps and valves, reversing solenoid valves, and sensors as well as sealed system integral components of condenser, evaporator, or refrigerant branch boxes.

<sup>4</sup> All Other Parts means those parts that are neither Function Parts or Sealed System Parts.

### WARRANTY LIMITATIONS & CONDITIONS

1. Our Limited Warranty does **NOT** cover the Product (or any Product component) in the following circumstances:
  - a. When the Product has not been supplied by Us;
  - b. When the Product was installed (i) by someone other than a licensed contractor or HVAC technician licensed or qualified under relevant local and state law; (ii) in a manner or location inconsistent with applicable efficiency standards (including regional standards) issued by the US Department of Energy, Natural Resources Canada or other local government agencies; or (iii) outside the 50 United States, District of Columbia or Canada;
  - c. When the Product has been moved from its original Installation location;
  - d. When the Product has been modified in a manner inconsistent with the installation, use or maintenance instructions; or
  - e. When the Product has been purchased from an unauthorized retailer.
2. This Limited Warranty does **NOT** cover:
  - a. Product cabinets, cabinet pieces, belts, wiring, fuses, oil nozzles, unit accessories and any parts not affecting unit operation;
  - b. The cost of:
    - i. Labor, including but not limited to labor associated with diagnosing, repairing, removing, installing, setting up, adjustment of user controls, shipping, servicing or the handling of defective parts, replacement parts or new units;
    - ii. Labor or materials associated with normal maintenance, as described in the installation, use or maintenance instructions, including but not limited to filter cleaning and replacement and lubrication;
    - iii. Refrigerants (including the replacement, refilling or disposal of refrigerants) or refrigerant lines; or
    - iv. Electricity or fuel for any reason whatsoever;
  - c. Failure, damage or repairs due to:
    - i. Improper installation, maintenance, service or use, including but not limited to failure to follow good trade practices, misapplication, unauthorized alteration, abuse, improper operation or any use that is inconsistent with the Product installation, use or maintenance instructions;
    - ii. The use of parts, equipment or accessories incompatible with the Product or not supply by Us;
    - iii. Installation or service inconsistent with applicable building codes;
    - iv. Voltage conditions, blown fuses or open circuit breakers;
    - v. Inadequacy or interruption of electrical service;
    - vi. Frozen or broken water pipes, water damage, moisture intrusion, mold or other microbial growth;
    - vii. The Product being subjected to an atmosphere with corrosives or high levels of particulates (e.g., soot, aerosols, fumes, grease); or
    - viii. Floods, winds, fires, lightning, accidents, or other any other condition beyond Our control.

## **WARRANTY DISCLAIMER & EXCLUSIONS**

This is the only express Limited Warranty to consumers that We offer on the Product. **ANY IMPLIED WARRANTIES BY MIDEA, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.** Some states and provinces do not allow the exclusion of express warranties or limitations on how long an implied warranty lasts, so the above exclusion and limitation may not apply to you.

**THE REMEDY DESCRIBED ABOVE IS THE ONLY ONE WE WILL PROVIDE, EITHER UNDER THIS LIMITED WARRANTY OR UNDER ANY WARRANTY ARISING BY OPERATION OF LAW. WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF THIS WARRANTY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

This Limited Warranty may not be modified or amended by (and no obligation or liability shall arise out of) MIDEA providing -- directly or indirectly -- any technical advice, information or service in connection with the Product.

## **DISPUTE RESOLUTION & ARBITRATION**

**IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.**

1. **Parties:** This Arbitration Clause affects Your rights against Midea and any of its affiliates or employees or agents, successors, or assigns, all of whom together are included in the terms “We” and “Us”.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** “Dispute” will be given the broadest possible meaning allowable by law. It includes any dispute, claim or controversy arising from or relating to Your purchase of this Product, any Product warranty or the Product’s condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration

requirement applies to claims in contract and tort, pursuant to statute or otherwise.

3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY, TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. Discovery and Other Rights: Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both You and Us. Other rights that You or We would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. Governing Law: For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which You purchased the Product. The law governing Your substantive warranty rights and other claims will be the law of the state or province in which You purchased Your Product. Any court having jurisdiction may enter judgment on the arbitration award.
7. Rules of the Arbitration: If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614; [www.jamsadr.com](http://www.jamsadr.com)) or, subject to Our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5; [www.amic.org](http://www.amic.org)). These organizations' rules can be obtained by contacting the organization or visiting their website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
8. Location of the Arbitration Hearing: Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which You reside (in Your hometown area) or, for Canadian residents, in the province in which You reside, and, if You choose, will be in-person.
9. Costs of the Arbitration: Each party is responsible for its own attorney, expert and other costs and fees unless applicable law requires otherwise. Notwithstanding the preceding sentence, and unless applicable law requires otherwise, if You are a consumer under the JAMS rules or the rules of another agreed upon arbitration administrator, Midea will pay or reimburse You for all reasonable fees or costs to the extent required by law or the applicable arbitration administrator's rules. Whether or not required by law or such rules, if you prevail at arbitration on any claim against Midea, Midea will reimburse you for any reasonable fees paid to the arbitration administrator in connection with the arbitration proceedings. Under no circumstances will Midea seek from You payment or reimbursement of any reasonable fees that Midea incurs in connection with the arbitration. If You are required to advance any fees or costs to JAMS or another agreed upon arbitration administrator, but you ask Midea to do so in Your stead, Midea will consider and respond to Your request.
10. Survival and Enforceability of this Arbitration Clause: This Arbitration Clause shall survive the expiration, termination or any transfer of the Product warranty. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.
11. Quebec Residents: The arbitration provisions of this Limited Warranty shall not apply to residents of Quebec.