



## LIMITED WARRANTY FOR EVI AIR TO WATER HEAT PUMP

This Hydron-Aire EVI, warranty protects your EVI heat pump.

### WARRANTY COVERAGE FOR RESIDENTIAL USAGE

The warranties listed in this section shall apply to Hydron-Aire Ltd., Air to Water Heat pumps used in a residential setting. A "residential setting" as used herein shall mean usage in a single-family dwelling in which a person resides on a permanent basis. "Residential setting" shall also mean usage in a multiple family dwelling provided that the heat pump services only one (1) dwelling in a multiple family dwelling. The term "residential setting" shall not include any usage outside of the heat pumps specification. Hydron-Aire will replace, without charge, any defective or malfunctioning component of the heat pump during the first 5 years after the original date of installation in the dwelling. It is expressly agreed between Hydron-Aire Ltd. and the original consumer purchaser that replacements are the exclusive and sole remedy of the original consumer purchaser. Should a defect or malfunction result in improper operation within the above-stated warranty periods due to defective material or workmanship, such defect or malfunction having been verified by an authorized Hydron-Aire Ltd representative, then Hydron-Aire Ltd. will replace the defective parts or malfunctioning parts with a replacement part of the nearest compatible model available at the time of replacement.

**Heat Pump:** 5 Year Internal Parts Only Warranty

**Original Accessories:** Parts Only – 12 months from ship date.

(Accessories warranty will fall under original manufacturer's warranty and will be honored by Hydron-Aire Ltd if purchased with a Hydron-Aire EVI Heat Pump.)

### WHAT IS NOT COVERED BY EITHER OF THESE WARRANTIES

Hydron-Aire Ltd. does not warrant:

1. Defects or malfunctions resulting from improper installation or failure to maintain and operate an Air to Water Heat Pump in accordance with the printed instructions which accompany the Heat Pump.
2. Defects or malfunctions resulting from consumer damage, such as: (A) improper maintenance or (B) misuse, abuse, accident, or alteration.
3. Defects or malfunctions of Air to Water Heat Pumps where the original serial number cannot be readily determined.
4. Service calls not involving malfunction or defects in materials or workmanship, and the original consumer purchaser shall pay for such calls.
5. Air to Water Heat Pumps installed outside of the United States and Canada.
6. Air to Water Heat Pumps repaired or altered without prior written approval of Hydron-Aire Ltd so as to affect adversely their reliability.
7. Components of an Air to Water Heat Pump which are not defective but must be replaced during the warranty period as a result of reasonable wear and tear.

8. Components of an Air to Water Heat Pump which are subject to warranties, if any, given by their manufacturers. Hydron-Aire Ltd does not adopt these warranties.
9. Malfunctions resulting from, or repairs necessitated by, a failure to maintain an Air to Water Heat Pump free of water sediments or scale deposits.
10. This warranty does not extend to labor costs, shipping charges, delivery expenses, or administrative fees incurred by the original household consumer purchaser in repairing or replacing Air to Water Heat Pump.

**Hydron-Aire Ltd will not accept claims for labor costs incurred by the original consumer purchaser in removing or reinstalling an Air to Water Heat Pump.**

11. Malfunctions resulting from, or repairs necessitated by, uses of the Air to Water Heat Pump for purposes other than that for which it was designed, or resulting from flood, fire, wind, or lightning.

The warranty hereunder does not apply to defects resulting from:

1. Freezing, excessive pressure, or leaks at water connections.
2. Failure of a component, control or component part other than a component part manufactured solely by Hydron-Aire Ltd.
3. Any cause similar to the above, not resulting solely due to defective material and/or workmanship.
4. Water Quality: The warranties extended by Hydron-Aire Ltd. are conditioned upon potable water with a Ph not to exceed 8.0 and not below 6.0, and/ or chloride concentrations not to exceed 100 parts per million (ppm)

#### **LIMITATION OF WARRANTIES AND REMEDIES**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM HYDRON-AIRE LTD'S NEGLIGENCE, ACTUAL OR IMPUTED. THE REMEDIES OF THE ORIGINAL CONSUMER PURCHASES SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY OTHER REMEDIES INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST PROFIT, OR DAMAGES ALLEGED TO HAVE BEEN CAUSED BY ANY FAILURE OF HYDRON-AIRE LTD. TO MEET ANY OBLIGATION UNDER THIS AGREEMENT INCLUDING THE OBLIGATION TO REPAIR AND REPLACE SET FORTH ABOVE. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON HYDRON-AIRE LTD. UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF HYDRON-AIRE LTD.

#### **SERVICE REQUESTS**

At the time a claim is filed the original consumer purchaser must present a copy of the original sales receipt, and a deed, utility bill, or equivalent document evidencing both ownership of the Aire to Water Heat Pump and installation in the dwelling owned by the original consumer purchaser.

The obligations under this warranty apply only to Aire to Water Heat Pump installations where the warranty registration card has been completed by the owner of the site of the original installation and received by Hydron-Aire Ltd. in accordance with the terms and conditions herein set out and Hydron-Aire has been notified of the alleged defect or deficiency within forty-eight (48) hours from the occurrence or discovery of the alleged defect or deficiency.