

LIMITED WARRANTY

This limited warranty is provided by Innovair Solutions USA INC ("Innovair") and covers the following Central heat pump product series:

SLIM4 / SLIM4+ / GT4

This warranty is valid only if the Product remains installed at its original place of installation. The warranty is effective only if the Product is installed and maintained by a licensed HVAC contractor in accordance with all applicable laws and the conditions outlined in this warranty. If Innovair determines that the Product or any part has a defect in workmanship or materials, Innovair may, at its discretion, repair or replace the defective part.

This warranty agreement supersedes all prior agreements and represents the complete and exclusive understanding between the parties. Any previous oral or written negotiations, representations, or promises are deemed merged into this agreement.

Residential Application Warranty

Residential Application refers to installations in **single-family homes, duplexes, condos, apartments, or townhomes**. The dwelling must be used primarily for **personal, family, or household purposes**, and must not be **short-term** leased, rented, or otherwise used for commercial or income-generating purposes. For the purposes of this warranty, short-term rentals or leases refer to occupancies lasting 30 days or less.

- **Parts:** Ten (10) years from the commencement date
- **Compressor:** Ten (10) years from the commencement date

Residential Commencement Date:

- For newly constructed homes: The date of home purchase by the homeowner from the builder.
- For existing residences: The original installation date.
- If neither date can be verified: Ninety (90) days from the manufacturing date (based on the unit's serial number).

This limited warranty applies only if:

1. The unit is registered with Innovair within sixty (60) days of installation or purchase of new home.
2. The Product is installed in an owner-occupied, single-family residence
3. The Product remains in its original installation location.
4. The Product is installed by licensed HVAC professionals in compliance with all local, state, and provincial laws.
5. The Product is installed, maintained, and used according to the manufacturer's recommendations outlined in the installation and user manuals.

Commercial Application Warranty

Commercial Application includes, but is not limited to: Non-owner-occupied residences, such as **short-term** rental properties, vacation homes, or Airbnb-type short-term rentals. For the purposes of this warranty, short-term rentals or leases refer to occupancies lasting 30 days or less.

1. Non-owner-occupied residences, such as **short-term** rental properties, vacation homes, or Airbnb-type short-term rentals. For the purposes of this warranty, short-term rentals or leases refer to occupancies lasting 30 days or less.
2. Office buildings, retail spaces, hotels, or any structure used for business, institutional, industrial, or commercial activity.

- **Parts:** Five (5) years from the commencement date
- **Compressor:** Five (5) years from the commencement date

This limited warranty applies only if:

1. The unit is registered with Innovair within sixty (60) days of installation.
2. The Product is installed with a voltage or surge protector rated by UL, ETL, or CSA.
3. The Product remains in its original installation location.
4. The Product is installed by licensed HVAC professionals in compliance with all applicable laws.
5. The Product is installed, maintained, and used according to the manufacturer's installation and user manuals.
6. Defective parts are returned to the distributor for credit.

Exclusions to Warranty Coverage

This warranty does not cover:

1. Products installed outside the United States or Canada.
2. Products operated in unoccupied structures or used for purposes other than comfort cooling/heating.
3. Products that have been relocated from their original place of installation.
4. Products that have been claimed as damaged and credited.
5. Failures or malfunctions due to improper operation, negligence, accidents, freezing, electrical surges, electrical imbalance characteristics, or unauthorized alterations.
6. Damage caused by incompatible components or accessories, unapproved chemicals, or contaminated/corrosive liquid supply.
7. Faulty installations, applications, or unauthorized modifications.
8. Damage resulting from conditions within the structure, such as mold, mildew, fungus, bacteria, or toxins.
9. Products that do not comply with federal efficiency standards issued by the Department of Energy.
10. Failures due to building design flaws, inadequate refrigerant levels, or faulty condensate drain or refrigerant line installation.
11. Cosmetic changes in the unit's appearance that do not affect performance.
12. Costs related to labor, shipping, materials, or transportation.
13. Costs for refrigerant replacement, refilling, or disposal.
14. Parts not supplied by Innovair or damage resulting from the use of non-Innovair parts.
15. Products on which payment to Innovair is in default.
16. Increased fuel or electricity costs.
17. Damage caused by natural disasters or "Acts of God," such as earthquakes, floods, hurricanes, tornadoes, lightning strikes, fires (not caused by manufacturing defects), volcanic eruptions, tsunamis, avalanches, or other catastrophic events.

Limitation of Warranties

ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

INNOVAIR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING PROPERTY DAMAGE.

For residents of states and provinces that do not allow the exclusion or limitation of incidental or consequential damages, the above exclusion may not apply.

No person or entity is authorized to change the terms and conditions outlined in this Warranty agreement, in any respect, nor to create any additional obligations or liabilities for any party involved.

Pursuing Legal Remedies

This arbitration clause affects your rights against Innovair Solutions USA, Inc and any of its employees, agents, affiliates, successors, or assigns, all of whom together are referred to below as "we" or "us" for the simplicity of reference.

Arbitration Requirement: Any dispute between you and Innovair (including its employees, agents, affiliates, successors, or assigns) shall be resolved through neutral and binding arbitration, rather than through court proceedings or a jury trial. Arbitration will be conducted on an individual basis. You waive any right to participate as a class representative, class member, or in any class arbitration or consolidation of individual arbitrations.

The arbitrator will be a member of the American Arbitration Association.

Scope of Disputes: "Dispute" is defined broadly to include any claim related to the purchase, use, or condition of the Product, as well as the scope or application of this arbitration clause.

Governing Law: Arbitration procedures are governed by the Federal Arbitration Act (9 U.S.C. § et seq.). Substantive warranty claims are governed by the applicable law of the state where the Product was purchased.

Arbitration Location: Unless otherwise specified by law, arbitration hearings will be conducted in Miami-Dade County, Florida.

Arbitration Costs: Unless otherwise specified by law, each party is responsible for their respective arbitration fees and legal expenses.

This arbitration clause remains in effect indefinitely, even after the expiration or termination of the warranty.

Registration and Support

To register your Product, visit Innovair's website at www.innovair.com.

For technical support, licensed technicians may contact Innovair's Tech Support at 1-855-539-7656, available Monday through Friday from 8 AM to 8 PM Eastern Time.

This warranty grants you specific legal rights. You may have additional rights that vary by state or province.