



7 Year Limited Warranty Climax VS12 Portable Air Conditioner

Climax Air Inc. (hereinafter "Company") warrants this product against failure due to defect in materials or workmanship under normal use and maintenance as follows. All warranty periods begin on the date of original installation. If the installation date cannot be verified, then the warranty period will begin 90 days after the date of manufacture according to the serial number or bar code.

If a part fails due to defect during the applicable warranty period the Company will provide a new or remanufactured part, at Company's option, to replace the failed defective part at no charge for the part. In the event that a product is discontinued and/or spare parts are not available, the Company, at its option, will provide a credit in the amount of the factory selling price for a new equivalent part toward the retail purchase price of a new Company product. Except as otherwise stated herein, these are Company's exclusive obligations under this warranty for a product failure. This limited warranty is subject to all provisions, conditions, limitations and exclusions listed below and on the reverse (if any) of this document.

This warranty is to the original purchasing owner. Warranty is void if the air conditioner is used as part of a rental program. The limited warranty period is as shown in the table below.

Limited Warranty – 7 Years on the Compressor
Limited warranty – 2 years all other functional components
Limited warranty – 60 days for cosmetic parts that do not affect operation

LEGAL REMEDIES - The owner **must** notify the Company in writing, with an explanation of any defect or complaint with the product, stating the defect or complaint and a specific request for repair, replacement, or other correction of the product under warranty, at least thirty (30) days before pursuing any legal rights or remedies.

LIMITATIONS OF WARRANTIES: ALL IMPLIED WARRANTIES AND/OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON, WHATSOEVER. THIS LIMITED WARRANTY DOES NOT COVER OR PROVIDE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE TO PROPERTY OR COMMERCIAL DAMAGE OF ANY NATURE WHATSOEVER.

1. The warranty applies only to products remaining in their original installation location.
2. Installation, use, care, and maintenance must be normal and in accordance with instructions contained in the Installation Instructions, Owner's Manual and Company's service information.
3. Defective parts must be returned to the Company, prepaid, for inspection or repair.

THIS WARRANTY DOES NOT COVER:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts, or new units.
2. Normal maintenance as outlined in the installation and servicing instructions or Owner's Manual, including filter cleaning and/or replacement and lubrication.
5. Failure, damage or repairs due to faulty installation, misapplication, abuse, improper servicing, power surge, unauthorized alteration, or improper operation.
6. Failure or damage due to floods, winds, fires, lightning, accidents, corrosive environments, or other conditions beyond the control of Company.
7. Parts not supplied or designated by Company, or damages resulting from their use.
8. Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant.
9. **ANY SPECIAL, INDIRECT OR CONSEQUENTIAL PROPERTY OR COMMERCIAL DAMAGE OF ANY NATURE WHATSOEVER.** Some states or provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.