

## GENERAL HVAC Solutions America, Inc. – Limited Warranty Statement

Effective Immediately

**MODELS COVERED UNDER THIS WARRANTY:** R-32 H-Series, R-32 J-Series, and if installed prior to 2028, the 410A H-Series and 410A J-Series (individually, a “Covered Model” and, collectively, the “Covered Models”). **This Warranty Excludes models:** R-32 V-Series, 410A V-Series, Unitary models and/or systems, any model that has been discontinued for three (3) or more years, and any Covered Model purchased on the Internet or as part of liquidation, closeout or other special arrangements.

This is a **Limited Warranty** provided by **GENERAL HVAC Solutions America, Inc.** (“GENERAL” or “our”), which warrants all parts, compressors, controls and certain accessories included in our Covered Models (outdoor equipment and its compatible indoor units hereon referred to as “The System”). The System must be situated where it was originally installed to be eligible for our Limited Warranty. Installation, operation or use of the System will constitute acceptance of the terms hereof. Except for Systems installed in Georgia, Texas and Florida, this Limited Warranty is being provided to the original purchaser of the System. In Georgia, Texas and Florida, any portion of this Limited Warranty that is still in effect at the time a residential property with a System is conveyed shall remain in effect and automatically transfer to the new owner (collectively, “Purchaser”). For purposes of interpreting this Limited Warranty, “compatible” means GENERAL-approved and AHRI-certified outdoor and indoor unit combinations comprising the System.

### 1. STANDARD LIMITED WARRANTY COVERAGE

GENERAL warrants for the time periods set forth below that the parts, compressor(s) and controls and accessories will be free of defects in material and workmanship for human thermal comfort or other approved applications under normal use and service. GENERAL will provide the following benefits, subject to the conditions stated below:

**PARTS** – For a period of **five (5) years** beginning on the date of purchase or installation completion and System start-up, whichever is later, as may be verified by an installer’s invoice or proof of purchase, GENERAL will supply, at its option, either new, like kind or rebuilt replacement parts. “Parts” are defined as integral components of a System’s condenser, evaporator or refrigerant branch boxes and only includes items which are not otherwise covered or excluded under this warranty.

**COMPRESSOR** – For a period of **seven (7) years** beginning on the date of purchase or installation completion and System start-up, whichever is later, as may be verified by an installer’s invoice or proof of purchase, GENERAL will supply, at its option, either new, like kind or rebuilt replacement compressor(s).

**CONTROLS AND ACCESSORIES** – For a period of **ninety (90) days for Wireless Controls and Accessories and three (3) years for Wired Controls** beginning on the date of purchase or installation completion and System start-up, whichever is later, as may be verified by an installer’s invoice or proof of purchase, GENERAL will supply, at its option, either new, like kind or rebuilt replacement controls. **Wireless Controls and Accessories include:** Fujitsu External Drain Pump, IR Receiver, Wi-Fi Adapters and any other Fujitsu AIRSTAGE H Series controls or accessory components not otherwise covered or excluded under this warranty. **Wired Controls include:** Simple Remote Control, Central Remote Controller, Wired Remote Control, Group Remote Controller and Kagami.

### 2. EXTENDED LIMITED WARRANTY

The Standard Limited Warranty covering original parts and the compressor(s) will be extended to a period of ten (10) years to the Purchaser if the following conditions are met:

- a) The System (outdoor equipment and its compatible indoor units) **MUST BE REGISTERED ONLINE (subject to limitations and exclusions set forth in Section 4)** within 60 days from the date of installation, or, in the case of a newly constructed home, within 60 days of the transfer of title.
- b) The System is purchased after June 1, 2015.
- c) Defective Parts and Compressor are made available for return to GENERAL and become the property of GENERAL.

**The Standard Limited Warranty covering original parts and the original compressor(s) will be extended an additional 2 years, for a maximum period of twelve (12) years to the Purchaser if, in addition to meeting the conditions of Section 2 (a)-(c), the System is: (d) installed by a Fujitsu Elite\* Contractor. The Extended Limited Warranty does not apply to Replacement Units.**

\*(Elite rated contractors and all other contractors are independently owned and operated with no affiliation to GENERAL, INC., GENERAL HVAC Solutions America, Inc., Paloma Rheem Holdings or any of its other subsidiaries).

### 3. REPLACEMENT UNIT(S) WARRANTY

Any compatible replaced unit (indoor or outdoor) that a Purchaser purchases and installs with an original System shall be warranted for the greater of: (a) **the remainder of the applicable original warranty period** for the original System or (b) beginning on the date of purchase or installation completion and System start-up, whichever is later, **five (5) years** for replacement units and **seven (7) years** for replacement compressor(s). This feature is not included in our Standard Limited Warranty. Coverage, if any, will be provided only if the replacement part(s) or compressor(s) is registered online within 60 days from the date of installation, or, in the case of a newly constructed home, within 60 days of the transfer of title. Otherwise, GENERAL will apply the distribution sale date as the commencement date of the applicable warranty period.

**4. COVERAGE DURATION & OTHER PREREQUISITES** - For our standard limited warranty, registration is not a condition of warranty protection in California, Florida, and Quebec, Georgia or in any jurisdiction where registration is not required to receive our standard limited warranty. However, in all jurisdictions except Georgia, registration is required to receive our Replacement Units Warranty and our Extended Limited Warranty. Visit <https://access.fujitsugeneral.com/en-US/warranty/register> to register your System and/or Replacement Parts and Compressor(s). If the date of purchase, installation completion or System start-up cannot be determined, GENERAL will apply the distribution sale date as the commencement date of the applicable warranty period.

**5. PROPER INSTALLATION** – This Limited Warranty applies only to Systems where originally installed, that are installed by contractors who are licensed for HVAC installation under applicable local and state law (Licensed Contractor), and who install the System in accordance with: (a) all applicable building codes and permits; (b) GENERAL's installation and operation instructions; and (c) good trade practices. GENERAL is not responsible for installing and selecting the components of the System (outdoor equipment and its compatible indoor units). Third parties can use the Infinite Comfort Pro App (available for download in the App Store and the Play Store) to confirm whether components are compatible prior to purchase and installation of a System.

**6. REGISTRATION** – Register the Original System or Replacement Unit online at: <https://access.fujitsu-general.com/en-US/warranty/register>

**NOTE: ORIGINAL SYSTEMS MUST BE REGISTERED FOR THE EXTENDED WARRANTY TO APPLY.**

**7. TERMS OF WARRANTY – BEFORE REQUESTING SERVICE** please review the user instructions and technical documentation for your System to confirm that the electric power is supplied and user controls are properly adjusted.

**TO OBTAIN WARRANTY PARTS SERVICE** contact the **Contractor** who installed the System, or search for the nearest HVAC contractor within the applicable Limited Warranty period. A list of **Contractors** may be obtained at <http://contractors.fujitsu-general.com/>, by calling 1-866-952-8324 or by emailing [servicehvac@fujitsu-general.com](mailto:servicehvac@fujitsu-general.com). Proof of purchase or proof of installation by a Licensed Contractor is required to make this Limited Warranty valid. Protect your warranty by registering your product immediately, buying only from an authorized dealer, and checking the product and packaging to verify that the factory serial number have not been tampered with.

**THESE LIMITED WARRANTIES DO NOT INCLUDE LABOR** or any other costs incurred during service, maintenance, repair, removing, replacing, or installing the System, or any parts or other components. **GENERAL sells only the System and does not employ contractors to perform labor or other services on those Systems. Contractors are not agents of GENERAL and are independent operators or workers of third party businesses.** Purchaser is solely responsible for all such labor and costs. Please consult the applicable technical documentation regarding maintenance procedures. This Limited Warranty shall not be modified or amended by, and no obligation or liability shall arise out of, GENERAL providing, directly or indirectly, any technical advice, information and/or service to Purchaser in connection with the System.

**8. THESE LIMITED WARRANTIES DO NOT COVER:**

- a) A System sold and/or installed outside the United States, U.S. Territories and its possessions, Canada, or Systems designed for markets other than the United States.
- b) Any System purchased from an online retailer.
- c) A System not installed, serviced, maintained or operated in accordance with instructions and guidelines set forth in the installation, operation, maintenance, software or engineering publications made available by GENERAL.
- d) A System not installed or serviced in accordance with local and state law, applicable building codes and permits.
- e) A System that had a serial number or any part(s) thereof altered, defaced or removed in any way.
- f) Any and all shipping or freight charges or damages arising from transportation of parts covered by the Limited Warranty.
- g) Damage and/or failure caused by fire, water, wind, floods, lightning, corrosive atmosphere, impact damage from projectiles, earthquake, theft, riot, vandalism, force majeure, animal interference, acts of war, any and all acts of God or anything beyond GENERAL's control.
- h) Parts that do not affect product performance such as air filters, refrigerant, refrigerant line sets, belts, wiring fuses, and surge protection devices, etc.
- i) Damage and/or failure caused by power surge, interruptions of electrical power, faulty power supply, improper wiring or installation or fluctuations in electrical power.
- j) Increased utility usage costs.
- k) Damage and/or failure caused by misuse, neglect, improper adjustment of user controls, modification and/or alteration of the System or any component thereof, improper sizing or design, or incorporation with other products.
- l) Damage and/or failure caused by locating or exposing the System to extreme weather or environmental conditions (outside the recommended installation requirements as stated in the GENERAL System installation manual), corrosive chemical vapors, volatile organic compounds (VOCs) and/or liquids including, but not limited to: salt air or spray, chlorinated water or vapor (such as in an enclosed pool area), fluorine vapor, formaldehyde, sulfur or other components of formicary corrosion.
- m) Damage caused by frozen or broken water pipes in the event of equipment failure.
- n) Wear and tear or changes in appearance of the System that do not affect its performance.
- o) Replacement of fuses and replacement or resetting of circuit breakers.
- p) Damage due to the use of unapproved refrigerant types or use of recycled refrigerant.
- q) System installation or set up, or removal of a System from the location where it was originally installed.
- r) Any System removed from the location where it was originally installed.
- s) Incorrectly matching of product or System.
- t) Any third-party component used to install the System, including pipes, wires, pumps, switches, adaptors, covers, etc.

**9. THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTY RIGHTS AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL GENERAL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF GENERAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL GENERAL'S LIABILITY EXCEED THE PURCHASE PRICE OF THE SYSTEM.**

**Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply. Residents of California, Florida, Georgia and**

**Quebec are not required to register the System in order to obtain all of the rights and remedies applicable to the Standard Limited Warranty.**

**10. DISPUTE RESOLUTION** – In the event of any dispute with GENERAL, Purchaser agrees to first contact GENERAL by phone at (888) 888-3424, by e-mail at [servicehvac@fujitsu-general.com](mailto:servicehvac@fujitsu-general.com), or by U.S. Mail at Fujitsu General America Inc., Attn: Customer Service, 342 Changebridge Rd., Suite 300, Pine Brook NJ 07058, and attempt to resolve the dispute informally by providing the following information: name, address, contact information and the nature of the dispute. In the event that GENERAL is unable to resolve a dispute within 90 days of Purchaser's contacting GENERAL, the parties agree to resolve any claim, dispute, or controversy arising out of or in connection with this Limited Warranty (the "Claims") by binding arbitration.

**11. ARBITRATION** – The laws of the State of New Jersey shall govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to this Limited Warranty shall be submitted to confidential arbitration in Pine Brook, New Jersey, under the rules then prevailing of the American Arbitration Association. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration involving any other person or entity subject to this Limited Warranty, whether through class arbitration proceedings or otherwise. Except to the extent prohibited by applicable law, Purchaser agrees she/he will not bring any Claim more than one (1) year after the cause of action has accrued. If the arbitrator decides in favor of Purchaser, the award may include Purchaser's costs of arbitration, including reasonable attorneys' fees and reasonable fees for any expert and other witnesses. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**12. SEVERABILITY** – If a term or condition of this Limited Warranty is held invalid, void or unenforceable, such holding shall not affect any other terms or condition of this Limited Warranty.

**13. MODIFICATION** – No term or condition of this Limited Warranty may be amended or modified except by an instrument in writing executed by a President or Vice President of GENERAL. GENERAL holds the right to amend the terms and conditions of this Limited Warranty from time to time without notice.

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