

Marvair, Inc. Limited Product Warranty

Marvair Inc., warrants its products to be free from defects in materials and workmanship under normal use to the original purchaser for the period of time in the table below. If any part of your product fails within 12 months from start-up, or 18 months from shipment from the factory, whichever comes first, Marvair, Inc. will furnish without charge, EXW Cordele, Georgia, the required replacement part. The owner must provide proof of the date of the original start-up. The contractor's invoice, the certificate of occupancy, or similar documents are examples of acceptable proof of the date of the original start-up.

Marvair, ICE, Eubank Products
90 Days ¹ w/Flat Rate Labor ² (See <i>Marvair, ICE, Eubank Flat Rate Labor Guidelines</i>)
1 Year Parts ^{2,3}
5 Years Compressor ²

¹If any part of your Marvair, Inc. unit fails within 90 days of the commencement of the warranty, Marvair, Inc. will furnish without charge, EX Works, Cordele, Georgia, the required replacement part and pay for the labor to replace the part in accordance with the Marvair, Inc. Flat Rate Labor Guidelines.

²All OTR (over the road) applications that are moved from one location to another: Factory Warranty applies only up to the point of initial start-up and test at all OEM manufacturing locations or subsequent facility. Once it goes into OTR service, the warranty expires immediately for compressor and sealed system components. This OTR exemption does not apply to relocatable classrooms, construction or office trailers.

³All warranty replacement parts shall be shipped Ground only. Expedited shipping is available upon request for additional cost.

The responsibility of the equipment owner includes:

1. To operate the equipment in accordance with the manufacturer's instructions.
2. To provide easy accessibility for servicing.
3. To check and reset any circuit breaker(s) and/or disconnect(s) prior to calling for service.
4. To keep the unit clean and free of dirt and containment and replace filters as required.
5. To keep the outdoor coil clean and free of leaves, paper, or other debris.
6. To pay the charges incurred when any of the above have not been done.
7. To pay for repair or replacement of any material or part other than those within the Marvair unit or controller.

Marvair, Inc., will not be responsible for labor after 90 days, transportation costs, delays or failures to complete repairs caused by events beyond our control (labor hours incurred due to required site-specific training, time waiting to gain access, or extended drive time for remote sites). This warranty does not cover:

1. Any transportation, related service labor, diagnosis calls, filter, driers, refrigerant, or any other material charges.
2. Damages caused by shipping, accident, abuse, negligence, misuse, fire, flood, or Acts of God.
3. Damages caused by operating or staging the unit in a corrosive environment.
4. Damages caused by improper application of the product.
5. Damages caused by failing to perform proper routine maintenance.
6. Expenses incurred for erecting, disconnecting or dismantling the product or installing the replacement part(s).
7. Products not installed or operated according to the included instructions, local codes, and good trade practices.
8. Products moved from the original installation site.
9. Products lost or stolen
10. Consequential damages or incidental expenses including losses to persons, property or business.
11. Modifications to original unit after it leaves the factory, such as breaking into any part of the sealed systems unless authorized in advance in writing by Marvair, Inc..
12. Damages as a result of operating as a construction site cooler / dehumidifier.

When labor (first 90 days only) is required, it must be performed during normal working hours (8:00 AM - 5:00 PM) Monday - Friday and must be performed by Marvair, Inc., personnel or a designated Service Representative.

The owner of the product may ship the allegedly defective or malfunctioning product or part to Marvair, Inc., at such owner's expense, and Marvair, Inc., will diagnose the defect and, if the defect is covered under this warranty, Marvair, Inc., will honor its warranty and furnish the required replacement part. All costs for shipment and risk of loss during shipment of the product to Marvair, Inc., and back to the owner shall be the responsibility and liability of the owner. Upon written request by an owner, Marvair, Inc., may arrange for remote diagnosis of the allegedly defective or malfunctioning product or part but all costs for transportation, lodging and related expenses with regard to such diagnostic services shall be the responsibility and liability of the owner.

An owner requesting performance under this Warranty shall provide reasonable access to the allegedly defective or malfunctioning product or part to Marvair, Inc., and its authorized agents and employees.

THIS WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF ANY PURCHASER OF A MARVAIR HEAT PUMP OR AIR CONDITIONER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE, TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE EXCEED THE TERMS OF THE APPLICABLE WARRANTY STATED ABOVE AND MARVAIR SHALL HAVE NO OTHER OBLIGATION OR LIABILITY. IN NO EVENT SHALL MARVAIR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR MONETARY DAMAGES.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE-TO-STATE. Some states do not allow limitations or exclusions, so the above limitations and exclusions may not apply to you.

Marvair, Inc. Arbitration Procedures

Where Can Any Legal Remedies Be Pursued?

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

- 1) Parties: This arbitration clause affects your rights against Marvair, Inc. and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as “we” or “us” for ease of reference.
- 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 heating or air conditioning unit, any warranty upon the unit, or the unit’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. 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 your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. 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 the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, 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). These organizations’ rules can be obtained by contacting the organization or visiting its 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 or, for Canadian residents, in the province in which you reside.
- 9) Costs of the Arbitration: Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Marvair will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Marvair for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
- 10) Survival and Enforceability of this Arbitration Clause: This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. 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.