

Warranty Disclaimer

It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Marinaire, Inc. a Florida Limited Liability Company, ("MARINAIRE") or its representatives, relating to MARINAIRE's products, whether oral, written or contained in any sales literature, catalog or agreement, are not express warranties and do not form a part of the basis of the bargain, but are merely MARINAIRE's opinion or commendation of MARINAIRE's products. **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO EXPRESS WARRANTY AS TO ANY OF MARINAIRE'S PRODUCTS. MARINAIRE MAKES NO WARRANTY AGAINST LATENT DEFECTS. MARINAIRE MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.**

GRANT OF LIMITED WARRANTY

MARINAIRE warrants its products, purchased and retained in the United States of America and Canada, to be free from defects in material and workmanship under normal use and maintenance as follows: Air conditioning, heating and/or heat pump units built by MARINAIRE ("MARINAIRE labelled Units") for One (1) year from the date of sale (as defined below); (2) Thermostats and control systems made by MARINAIRE, when installed with MARINAIRE Units, for one (1) year from the Date of sale (as defined below); (3) Sealed refrigerant circuit components of MARINAIRE Units (which components only include the compressor, refrigerant to air/water heat exchangers, reversing valve body and refrigerant metering device) for one (1) years from the date of sale (as defined below); Date of Sale is the date of invoice created.

To make a claim under this warranty, Warranty Claim Form must be filed to MARINAIRE, and parts must be returned to MARINAIRE in Miami, FL, freight prepaid, no later than thirty (30) days after the date of the failure of the part; if MARINAIRE determines the part to be defective and within MARINAIRE's Limited Warranty, MARINAIRE shall, when such part has been either replaced or repaired, return such to a factory recognized distributor, dealer or service organization, F.O.B. MARINAIRE, Miami, FL., freight collect. The warranty on any part repaired or replaced under warranty expires at the end of the original warranty period.

This warranty does not cover and does not apply to: (1) Air filters, grilles, fittings, hoses, air ducts, circulation pumps, refrigerant, fluids, oil; (2) Products relocated after initial installation; (3) Any portion or component of any system that is not supplied by MARINAIRE, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification tags or labels have been removed or defaced; (5) Products on which payment to MARINAIRE, or to the owner's seller, is in default; (6) Products subjected to improper or inadequate installation, maintenance, repair, wiring or voltage conditions; (7) Products subjected to accident, misuse, negligence, abuse, fire, flood, lightning, unauthorized alteration, misapplication, contaminated or corrosive air or liquid supply, operation at out of range air or water temperatures or flow rates, or opening of the refrigerant circuit by unqualified personnel; (8) Mold, fungus, sand, mud, seaweed or bacteria damages; (9) Corrosion or abrasion of the product; (10) Products, parts and components supplied by others; (11) Products which have been operated in a manner contrary to MARINAIRE's printed instructions; (12) Products which have insufficient performance as a result of improper duct or plumbing system design or improper application, installation, or use of MARINAIRE's products; or (13) Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever.

MARINAIRE is not responsible for: (1) The costs of any system components supplied by others, oil, refrigerant or, associated labor to repair or replace the same, which is incurred as a result of a defective part covered by MARINAIRE's Limited Warranty; (2) The costs of labor, refrigerant, materials or service incurred in diagnosis and removal of the defective part, or in obtaining and replacing the new or repaired part; (3) Transportation costs (4) The costs of normal maintenance.

LIMITATION OF REMEDIES

In the event of a breach of the Limited Warranty, MARINAIRE will only be obligated at MARINAIRE's option to repair the failed part or unit, or to furnish a new or rebuilt part or unit in exchange for the part or unit which has failed. If after written notice to MARINAIRE in Miami, FL. of each defect, malfunction or other failure, and a reasonable number of attempts by MARINAIRE to correct the defect, malfunction or other failure, and the remedy fails of its essential purpose, MARINAIRE shall refund the purchase price paid to MARINAIRE in exchange for the return of the sold good(s). Said refund shall be the maximum liability of MARINAIRE. **THIS REMEDY IS THE SOLE ANDEXCLUSIVE REMEDY OF THE BUYER OR PURCHASER AGAINST MARINAIRE FOR BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR MARINAIRE'S NEGLIGENCE OR IN STRICT LIABILITY.**

LIMITATION OF LIABILITY

MARINAIRE shall have no liability for any damages if MARINAIRE's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to: any war, civil unrest, government restrictions or restraints, strikes, or work stoppages, fire, flood, accident, shortages of transportation, fuel, material, or labor, acts of God or any other reason beyond the sole control of MARINAIRE. **MARINAIRE EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY IMPLIED WARRANTY, OR IN TORT, WHETHER FOR MARINAIRE'S NEGLIGENCE OR AS STRICT LIABILITY.**

OBTAINING WARRANTY PERFORMANCE

Normally, the dealer or service organization who installed the products will provide warranty performance for the owner. Should the installer be unavailable, contact any MARINAIRE recognized distributor, dealer or service organization. If assistance is required in obtaining warranty performance, write or call:

Marinaire
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Medley FL 33178
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