

2 YEAR PARTS / 5 YEAR COMPRESSOR - LIMITED PRODUCT WARRANTY

Pioneer® Brand Environmental Control Apparatus

- 1) The quality product you have purchased carries a limited warranty, issued by Parker Davis HVAC International, Inc. (hereinafter referred to as PD), the supplier of Pioneer® branded HVAC products, as per the following details:
 - a) **Two year limited parts warranty:** PD warrants to the original owner of its products that; should any internal part become defective due to the quality of the materials or workmanship, under normal use, during a period of two years from the date of the shipment of the product, PD, at its sole discretion, will repair or replace any defective part, without any cost for the repaired or replaced part.
 - b) **Five year limited compressor warranty:** PD further warrants to the original owner of its products that; should any compressor (if equipped), fails due to a defect in materials or workmanship, under normal use, during a period of five years from the date of the shipment of the product, PD will provide a replacement compressor, without any cost for the compressor.
 - c) **Remaining Warranty:** Replaced parts or compressor shall carry the same warranty, for a period covering only the remainder of the original warranty period applicable for the entire product, in which the part has been replaced.
 - d) **Shipping Charges:** Shipping charges for any replacement part are the responsibility of the owner. In addition, PD reserves the right to demand for the defective part to be returned to PD, freight prepaid, before a replacement part can be sent out.
 - e) **Labor cost, materials and other costs:** Any labor costs and/or the costs for the supplies or materials used or purchased in the field for the replacement of the defective part remain the responsibility of the owner. No other costs, involved in diagnosis, transportation, servicing, repair, replacement, installation, removal, shipping, etc., are to be covered under this warranty. As most professional installers will guarantee their work, owner should seek if any such expenses would be covered by the installer instead.
- 2) **Obtaining Warranty Service:** To obtain warranty service, owner must contact the installer to determine the cause of the failure and diagnose the system. Upon determination by the installer that the failure is caused by a defect covered under this warranty, the installer of the equipment or the owner, may contact PD and request warranty service. When contacting, the following forms and information must be provided:
 - a) Copies of the official warranty registration card and any purchasing documents.
 - b) A report prepared by a qualified mechanic, indicating the nature of the defect, name and model number of the defective part, failure date, and if known, the reason for the failure and the remedy determined.
 - c) PD might ask for photos and other information it deems necessary prior to processing the warranty claim.
- 3) **Limitations for the warranty:** This warranty is further subject to below conditions:
 - a) **Transfer of ownership or product:** Only the original owner of the product, while the product is still installed at the original place of the first installation is eligible for warranty.
 - b) Any accidental or natural damages, negligence and misuse, improper or poor maintenance, alterations and modifications, repairs by unqualified persons, installation by unlicensed persons or contractors, installations that do not take place within 30 days of purchase date, electrical perils due to lightning and other fluctuations and surges in the power supply, any other damages caused by acts of God, poor environmental conditions such contamination by high levels of salt or chemicals in the air, under sizing, over sizing, improper matching or improper selection of the equipment for the required application will render this warranty void.
 - c) Failure of operating the equipment strictly according to the conditions outlined in its manuals and providing maintenance at required intervals will render this warranty void. Proper and regular maintenance, at least once annually, must be provided for the life of the equipment.
- 4) **The remedies provided above are the sole remedies for any failure of PD to comply with its obligations. Correction of any non-conformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of PD, whether the claims of the claimants are based in contract, in tort (including PD's negligence or strict liability) or otherwise with respect to or arising out of the products furnished hereunder. PD, its contractors, dealers, and supplier of any tier, shall not be liable in contract, in tort (including PD's negligence or strict liability) or otherwise for damage or loss of other property or equipment, loss of profits or revenue, loss of use of equipment or power system, cost of capital, cost of purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of other's to the claimant, or for any special, indirect, incidental, or consequential damages whatsoever. The remedies of the owner set forth herein are exclusive and the liability of PD with respect to any claims, arising from the sale and use of the products sold under this agreement or anything done in connection therewith such as the performance of the breach thereof, or from the manufacture, sale, delivery, resale, or use of any product covered by or furnished under this agreement, whether in contract, in tort (including PD's negligence or strict liability) or otherwise shall not exceed the price of the product or parts on which such liability is based.**
- 5) This warranty is not transferable.
- 6) No person or entity is authorized to change the terms and conditions outlined in this warranty, in any respect, or to create any additional obligations or liabilities for any party involved.
- 7) This warranty supersedes any and all prior warranty agreements between the parties and constitutes the complete, final and exclusive understanding of the parties with respect to the subject matter. All prior negotiations, representations, or promises, whether oral or written, of either party shall be deemed to have been merged herein.
- 8) If any part of this warranty shall be invalidated for any reason, such part shall be deleted and the remainder shall be unaffected and shall continue in full force and effect.
- 9) This warranty shall be governed and construed solely according to the laws of the United States of America. Any action to interpret or enforce the terms or conditions of this warranty shall be brought only in a court of appropriate jurisdiction in Miami-Dade County, State of Florida, USA.
- 10) Some states of the USA allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental, special or consequential damages. Therefore, some of the above limitations or exclusions may not apply to you.
- 11) This warranty gives you specific legal rights, and in addition you may have additional rights, which vary from state to state in USA.

Anyone requiring further information or assistance concerning this warranty policy may contact us at:

Warranty Service Department
Parker Davis HVAC International, Inc.
2250 NW 102nd Place
Doral, Florida 33172 – USA
Tel : (305) 513-4488
Email : info@pd-hvac.com

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