

MODELS: DHP, DCP

Who Is Providing The Warranty?

This warranty is provided to you by Daikin Comfort Technologies Manufacturing, L.P. ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage caused by transportation or handling (any such damage must be immediately reported to the delivering carrier).
- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, installation in an environment containing corrosive chemical agents, or other conditions beyond Daikin's control.

- Damage or failure due to corrosion resulting from installation in a corrosive coastal environment, except for specific parts (condenser coils) which have been treated with factory applied corrosion protection on specified factory treated models sold as "Seacoast" models.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage, or the need for any repairs, caused by frozen or broken water pipes, water damage, moisture intrusion, mold or other biological growth.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.
- Freight charges.
- Handling charges to make a unit reasonably accessible for normal service.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "date of purchase". If the date the unit was purchased cannot be verified, the date of purchase is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2211" indicates the unit was manufactured in November 2022.

www.amana-ptac.com

For further information about this warranty, contact Technical Services at (877 376-0214 (option 2)) inside U.S.A. and Canada 1-931-433-6101 outside U.S.A. and Canada or mail to 19001 Kermier Road, Waller, Texas 77484

Part No. PWEPTACO
11/2022

MODELS: DHP, DCP

How Long Does Warranty Coverage Last and What Will Daikin Do To Correct Problems?

FIRST-YEAR COVERAGE (ENTIRE PTAC UNIT, accessory or custom option): We will repair or replace (to include labor and new refrigerant if required) any part of a PTAC unit or accessory or factory installed custom option that proves to be defective due to workmanship or materials within the first year after the date of purchase.

SECOND THROUGH FIFTH YEAR FUNCTIONAL PARTS

COVERAGE: During the 2nd through 5th years after the date of purchase, we will provide the following factory-installed, functional parts of a R-410A/R-32 PTAC primary system which prove to be defective due to workmanship or materials: unit fan motors, unit blower wheels or fans, unit thermistors, circuit board, transformers and relays, unit heaters, reversing valve solenoid, unit power cord and unit capacitors. Accessories and custom configuration components are not included in this functional parts warranty.

SECOND THROUGH FIFTH YEARS SEALED SYSTEM COVERAGE

(R-410A/R-32 PRIMARY SEALED SYSTEM ONLY): During the 2nd through 5th years after the date of purchase, we will repair (to include labor and replacement refrigerant) any refrigerant leaks caused by defects in workmanship or material of a R-410A/R-32 PTAC's primary sealed system and will repair or replace (to include labor and replacement refrigerant) any portion of the evaporator coil, condenser coil, compressor, reversing valves or connecting tubing that proves to be defective in workmanship or materials. Accessories and custom configuration components are not included in this sealed system warranty.

The repair or replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a repaired or replacement part only for the period remaining in the applicable warranty on the original part.

THE REMEDIES DESCRIBED IN THIS SECTION ARE DAIKIN'S ONLY RESPONSIBILITIES, AND THE OWNER'S ONLY REMEDIES, FOR ANY BREACH OF ANY WARRANTY.

What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Diagnostics.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact an authorized PTAC servicer. For warranty credit for labor covered by this warranty, the labor must be performed by an authorized PTAC servicer. Proven defective parts (if required to be returned) must be returned to point of purchase. For more information about the warranty or to locate an authorized PTAC servicer, go to <https://www.amana-ptac.com/resources/find-a-servicer> or write to PTAC Service & Support, 19001 Kermier Road, Waller, Texas 77484.

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 Daikin Comfort Technologies North America, Inc. and any of its subsidiaries, including but not limited to Daikin Comfort Technologies Manufacturing, L.P., and its or their 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.

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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, TO THE MAXIMUM EXTENT PERMITTED BY LAW. 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 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 (in your hometown area) or, for Canadian residents, in the province in which you reside, and if you choose, will be in person.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other costs and fees unless applicable law requires otherwise. Each party is also responsible for one-half of any costs and fees charged by the arbitration organization and arbitrator(s) to administer the arbitration to the maximum extent permitted by law or rule. Where permissible by law, the prevailing party may be required to reimburse the other party for the costs and 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.

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This warranty applies to heating and air conditioning units installed in residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage caused by transportation or handling (any such damage must be immediately reported to the delivering carrier).
- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, installation in an environment containing corrosive chemical agents, or other conditions beyond Daikin's control.
- Damage or failure due to corrosion resulting from installation in a corrosive coastal environment, except for specific parts (condenser coils) which have been treated with factory applied corrosion protection on specified factory treated models sold as "Seacoast" models.

- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage, or the need for any repairs, caused by frozen or broken water pipes, water damage, moisture intrusion, mold or other biological growth.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.
- Freight charges.
- Handling charges to make a unit reasonably accessible for normal service.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "date of purchase". If the date the unit was purchased cannot be verified, the date of purchase is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2211" indicates the unit was manufactured in November 2022.

How Long Does Warranty Coverage Last and What Will Daikin Do To Correct Problems?

FIRST-YEAR COVERAGE (ENTIRE PTAC UNIT, accessory or custom option): We will repair or replace (to include labor and new refrigerant if required) any part of a PTAC unit or accessory or factory installed custom option that proves to be defective due to workmanship or materials within the first year after the date of purchase.

MODELS: DHP, DCP

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COVERAGE: During the 2nd through 5th years after the date of purchase, we will provide the following factory-installed, functional parts of a R-410A/R-32 PTAC primary system which prove to be defective due to workmanship or materials: unit fan motors, unit blower wheels or fans, unit thermistors, circuit board, transformers and relays, unit heaters, reversing valve solenoid, unit power cord and unit capacitors. Accessories and custom configuration components are not included in this functional parts warranty.

SECOND THROUGH FIFTH YEARS SEALED SYSTEM COVERAGE (R-410A/R-32 PRIMARY SEALED SYSTEM ONLY):

During the 2nd through 5th years after the date of purchase, we will repair (to include labor and replacement refrigerant) any refrigerant leaks caused by defects in workmanship or material of a R-410A/R-32 PTAC's primary sealed system and will repair or replace (to include labor and replacement refrigerant) any portion of the evaporator coil, condenser coil, compressor, reversing valves or connecting tubing that proves to be defective in workmanship or materials. Accessories and custom configuration components are not included in this sealed system warranty.

The repair or replacement of a part under this warranty does not extend the warranty period. In other words, Daikin warrants a repaired or replacement part only for the period remaining in the applicable warranty on the original part.

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What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Diagnostics.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact an authorized PTAC servicer. For warranty credit for labor covered by this warranty, the labor must be performed by an authorized PTAC servicer. Proven defective parts (if required to be returned) must be returned to point of purchase. For more information about the warranty or to locate an authorized PTAC servicer, go to <https://www.amana-ptac.com/resources/find-a-servicer> or write to PTAC Service & Support, 19001 Kermier Road, Waller, Texas 77484.

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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, TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

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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 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 (in your hometown area) or, for Canadian residents, in the province in which you reside, and if you choose, will be in person.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other costs and fees unless applicable law requires otherwise. Notwithstanding the preceding sentence, and unless applicable law requires otherwise, if you are a consumer under the JAMS rules: (a) if you initiate arbitration, Daikin will pay your share of the costs and fees charged by the arbitration organization and arbitrator(s) beyond the first \$200; and (b) if Daikin initiates arbitration, Daikin will pay all costs and fees charged by the arbitration organization and 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.

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This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES BY DAIKIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY.** Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage caused by transportation or handling (any such damage must be immediately reported to the delivering carrier).
- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, installation in an environment containing corrosive chemical agents, or other conditions beyond Daikin's control.
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- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- Normal maintenance as described in the installation and operating manual.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage, or the need for any repairs, caused by frozen or broken water pipes, water damage, moisture intrusion, mold or other biological growth.
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SECOND THROUGH FIFTH YEAR FUNCTIONAL PARTS

COVERAGE: During the 2nd through 5th years after the date of purchase, we will provide, the following factory-installed, functional parts of a R-410A/R-32 PTAC primary system which prove to be defective due to workmanship or materials: unit fan motors, unit blower wheels or fans, unit thermistors, circuit board, transformers and relays, unit heaters, reversing valve solenoid, unit power cord and unit capacitors. Accessories and custom configuration components are not included in this functional parts warranty.

SECOND THROUGH FIFTH YEARS SEALED SYSTEM COVERAGE (R-410A/R-32 PRIMARY SEALED SYSTEM ONLY):

During the 2nd through 5th years after the date of purchase, we will repair (to include labor and replacement refrigerant) any refrigerant leaks caused by defects in workmanship or material of a R-410A/R-32 PTAC's primary sealed system, and will repair or replace (to include labor and replacement refrigerant) any portion of the evaporator coil, condenser coil, compressor, reversing valves or connecting tubing that proves to be defective in workmanship or materials. Accessories and custom configuration components are not included in this sealed system warranty.

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Daikin will not pay for:

- Diagnostics.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
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WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact an authorized PTAC servicer. For warranty credit for labor covered by this warranty, the labor must be performed by an authorized PTAC servicer. Proven defective parts (if required to be returned) must be returned to point of purchase. For more information about the warranty or to locate an authorized PTAC servicer, go to <https://www.amana-ptac.com/resources/find-a-servicer> or write to PTAC Service & Support, 19001 Kermier Road, Waller, Texas 77484.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

Quebec Residents

The arbitration provisions of this warranty shall not apply to residents of Quebec.

Where Can Any Legal Remedies Be Pursued?

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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.

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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 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 (in your hometown area) or, for Canadian residents, in the province in which you reside, and if you choose, will be in person.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other costs and fees unless applicable law requires otherwise. Notwithstanding the preceding sentence, and unless applicable law requires otherwise, if you are a consumer under the JAMS rules: (a) if you initiate arbitration, Daikin will pay your share of the costs and fees charged by the arbitration organization and arbitrator(s) beyond the first \$200; and (b) if Daikin initiates arbitration, Daikin will pay all costs and fees charged by the arbitration organization and 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.