Comfort Kool - Limited Warranty Statement

The following limited warranty shall apply to only the Original Purchaser, at Original Installation Site, of the Mage USA Group products used without interruption by the Original Purchaser.

COMFORT KOOL PRODUCT LIMITED WARRANTY

Subject to the terms and conditions set forth below, Mage USA Group (the 'company') warrants the products purchased from Mage USA Group or from a Mage USA Group authorized reseller/retailer to be free from defects in materials or workmanship under normal consumer use during the respective Warranty Period set forth below. The Limited Warranty begins on the date of original installation (the date stated on the registration form. If products are not registered, the warranty period begins from the delivery time.)

In the event that the product is found to be defective in materials or workmanship during the applicable warranty period, Mage USA Group will provide part replacement, at its option, for the defective part. Mage USA Group will provide the following benefits, subject to the conditions stated below:

- **Parts and Accessories** For a period of **ONE (1) YEAR** beginning on the date of this limited warranty applied. Mage USA Group will supply, at its option, either new, like kind or rebuilt replacement parts. Items are not otherwise covered or excluded under this warranty.
- Labor Cost is NOT covered with this Limited Warranty
- **Compressor** For a period of **FIVE (5) YEARS** beginning on the date of this limited warranty applied. Mage USA Group will supply, at its option, either new, like kind or rebuilt replacement compressor(s).
- **Proper Installation** This Limited Warranty applies only to Air Conditioners that are installed in accordance with all applicable building codes and permits, Mage USA Group's installation and operation instructions and good trade practices. Installation by contractors who are licensed for HVAC is strongly recommended and registration of product is only available for products installed by HVAC licensed contractor.
- Warranty applies only to products remaining at their original installation address.
- This warranty is non-transferable and assigned to the Owner named in the Product Registration.

Any replacement parts will be new or refurbished and the serviced unit will be warranted for the remainder of the original Warranty Period, or thirty (30) days from the date of shipment of the Product back to you, whichever is longer. For warranty services, please contact Mage USA Group by email at **support@mageair.com**.

REGISTRATION

Registration of products within 30 days of purchasing provides exact starting date of this limited warranty and streamlined warranty service. Registration form can be downloaded from www.mageair.com >>Information>> Mage USA Group Registration form. Please fill it out and email to <u>registration@mageair.com</u>.

LIMITATIONS OF WARRANTIES: ALL IMPLIED WARRANTIES AND/OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON, WHAT SO EVER.

THIS WARRANTY DOES NOT COVER:

- Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts, or new units;
- Normal maintenance as outlined in the Installation and/or Owner's Manuals, including, but not limited to filter cleaning and/or replacement, and lubrication.
- Damage and/or repairs required as a consequence of faulty installation or application;
- Products sold and/or installed outside the continental United States, or products designed for markets other than the United States;
- Cosmetic blemishes or imperfections that do not affect functionality of the product;
- Product is not sold by Mage USA Group or its authorized retailers;
- Product that has a serial number or any part(s) thereof altered, defaced or removed in any way;
- Damage and/or failure caused by power surge, interruptions of electrical power, faulty power supply, unauthorized alteration, improper wiring or installation or fluctuations in electrical power; Damage as a result of freight transportation;
- Any cost to replace, refill or dispose of refrigerant, including the cost of refrigerant;
- Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
- Consumable components, such as air filters, are not covered under parts warranty;
- Product installation or set up, or removal of product from the location where it was originally installed;
- Parts not supplied or designated by Mage USA Group, or damages resulting from their use;
- Damage and/or failure caused by fire, water, wind, floods, corrosive environments, impact damage from projectiles, earthquake, theft, riot, vandalism, forced majeure, acts of war, or any and all acts of God;

Mage USA Group reserves the right to refuse and return, freight collect, Products (i) that are not covered by Mage USA Group Warranty; or (ii) for which there is no trouble found. Product delivered to Mage USA Group or a Mage USA Group Authorized Service Provider without proper authorization may be refused and returned, without prior notice, to the Customer freight collect.

Under no circumstances shall Mage USA Group 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 Mage USA Group has been advised of the possibility of such damage. In no event shall MAGE USA Group liability exceed the purchase price of the product.

NO OTHER WARRANTIES:

The express warranty stated above is exclusive and in lieu of all other expressed or implied warranties and conditions (if any) including any created by any other statements, documentation, or packaging. No other warranties or conditions are made with respect to the product or warranty services by any person, including but not limited to Mage USA Group and its suppliers.

MODIFICATION:

No term or condition of this Limited Warranty may be amended or modified except by an instrument in writing executed by the authority of Mage USA Group. Mage USA Group holds the right to amend the terms and conditions of this Limited Warranty from time to time without notice.

Contact

To receive instructions for obtaining repair or replacement warranty services as well as general troubleshooting, you may call **844-576-0189**. Our office hours are Monday – Friday, 9AM to 5PM Pacific Time. You may also send the request by email to <u>support@mageair.com</u>.

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