

LIMITED WARRANTY

Bosch Split-Type Ductless System Heat Pump

MODELS COVERED

This limited warranty is provided by Bosch Thermotechnology Corp. ("BTC") and covers Bosch Split-Type Ductless System Condenser Section and Air Handler Unit Climate 5000 Series (hereinafter referred to as "Product"). At all times the warranty is valid only if the Product is properly installed and properly maintained by a qualified and trained HVAC contractor meeting the licensure and certification requirements of the governing regulatory authority and all other conditions of this warranty are met. If BTC determines that the Product or any part of the Product has a defect in workmanship or materials, BTC, at its options, will repair or replace the defective part.

WARRANTY COVERAGE

Limited Warranty - Residential

For Products installed in a one or two family residential dwelling BTC warrants that all compressors and internal components incorporated into the Product at the time of shipment by BTC shall remain free from defects in workmanship and materials for ten (10) years on compressor and five (5) years on parts from the Commencement Date as defined below:

- i. For Products installed in newly constructed homes: date of home purchase by homeowner from builder.
- ii. For Products installed in existing residences: original date of installation.
- iii. If the above two cases cannot be verified: 90 days from the date of manufacture (as designated by the serial number on the unit).

Limited Warranty - Commercial

For Products installed in a building other than a one or two family residential dwelling, BTC warrants that all compressors incorporated into the Product at the time of shipment by BTC shall remain free from defects in workmanship and materials for three (3) years and other internal components incorporated into the Product components for one year from the Commencement Date as defined below:

- i. Date of installation of unit.
- ii. If not able to verify date of installation: 90 days from the date of manufacture (as designated by the serial number on the unit).

Product SYSTEM ACCESSORIES

The Product may be delivered with BTC supplied accessories and components which have not been incorporated into the Product at the time of shipment ("Other Components"). Unless otherwise stated, such Other Components are warranted by BTC to be free from defects in workmanship and material for one year from proof or certificate of occupancy date or proof of certified startup date up to a maximum of 18 months from date of shipment, provided they are installed and properly maintained by a qualified and trained HVAC contractor meeting the licensure and certification requirements of the governing regulatory authority and the other conditions of this warranty are met. If a defect exists in the Other Components, BTC will repair or replace them if BTC determines that a defect in workmanship or materials exists. In addition, such Other Components may be warranted by the Manufacturer. You must contact the Manufacturer of the Other Components for matters relating to their Warranty.

ITEMS/LABOR NOT COVERED

This limited warranty does not cover the following circumstances:

1. Components or parts not provided by BTC.
2. Components or parts, on which the tags or nameplates have been removed, altered or defaced.
3. Scratches in or discoloration of finishes.
4. Serviceable items and normal maintenance as required per the Installation Manual.
5. The workmanship of any installer. BTC disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation, repair or maintenance.
6. Any labor or material costs for removal, reinstallation, repair and replacement of the defective component or part unless otherwise provided above.
7. Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever.
8. Damage caused by excessive temperatures or pressures, fuel or gas explosion, wind, fire, electrochemical reaction, water and air impurities, contaminated or corrosive environment or atmosphere, electrical failures, use during construction, flooding or acts of God.
9. Any damage or failure resulting from the introduction to harmful or corrosive chemicals, caustic fluids, or liquids detrimental to copper tubing, including but not limited to improperly applied or maintained heat transfer fluids or chlorinated pool or spa water.
10. Any damage or failure resulting from improper unit sizing.
11. Except as set forth above related to Other Components, components of the Product system that are part of the Product system into which the Product is incorporated that are not BTC products are not covered by this warranty and are limited to the warranty of the manufacturer of such components. In order to file a claim for warranty you should contact the respective manufacturer.
12. Expedited shipping charges, delivery expenses or administrative fees incurred by the purchaser in repairing or replacing the Product.
13. Lodging, freight, or any other cost associated with the service, repair, or operation of the Product unit.
14. Refrigerant.
15. Complete unit replacements are not covered under the BTC limited warranty provided the unit can be field serviced and/or repaired. BTC will provide parts and offer technical assistance to assure proper operation of the heat pump. Preauthorization from BTC is required for complete unit replacements.



CONDITIONS OF WARRANTY

The warranty herein is void under the following circumstances:

1. Failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, electrical imbalance characteristics, misuse, unauthorized alteration, incorrect electrical supply, electrical surges, or improper installation, repair or maintenance. See the Installation Manuals for installation, operation and maintenance information.
2. Failure or malfunction resulting from any conditions within the structure, including mold and/or mildew and/or any chemical or toxin secreted there from or damage resulting from mold, fungus or bacteria.
3. Failure or malfunction resulting from a contaminated or corrosive liquid supply, the addition of unapproved chemicals, operation at abnormal temperatures, pressures or flow rates, opening of the refrigerant circuit by unqualified personnel or any attachment, accessory or component not authorized and approved by BTC. See the Installation Manuals for installation, operation and maintenance information.
4. Failure or malfunction due to misapplication or faulty building design or construction, including inadequate refrigerant levels, condensate drain, refrigerant line design or installation.
5. Products on which payment to BTC is or has been in default.
6. Work performed without prior authorization or approval and without authorization/requisition number and without proper documentation verifying compliance with above terms.
7. Products not installed in accordance with federal efficiency standards as issued by the Department of Energy.
8. Any Product installed outside of the U.S.A or Canada.
9. Any Product moved from the original installation location.
10. Products not installed by a qualified and trained HVAC contractor meeting the licensure and certification requirements of the governing regulatory authority.

LIMITED WARRANTY

OTHER THAN THE OBLIGATIONS OF BTC EXPRESSLY SET FORTH HEREIN, **BTC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** BTC'S SOLE OBLIGATION WITH RESPECT TO THE PRODUCT AND **PURCHASER'S EXCLUSIVE REMEDIES ARE SET FORTH IN THE FOREGOING LIMITED WARRANTY. BTC SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES** INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, LOST PROFITS, INCONVENIENCE OR LOSS OF TIME.

NOTE THAT ANY REPAIRED OR REPLACED PRODUCT WILL BE WARRANTED FOR ONLY THE UNEXPIRED TERM OF THE ORIGINAL WARRANTY.

THIS WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE CONTINENTAL UNITED STATES AND CANADA.

Some states do not allow the exclusion of limitation of damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

WARRANTY CLAIMS PROCESS

If you have a warranty claim you should notify the contractor who installed your Product and ask that the contractor notify the distributor from whom the contractor purchased the Product. If this action is not possible or you don't receive a response, contact Bosch Thermotechnology Corp., 50 Wentworth Avenue, Londonderry, NH 03053. Phone: 1-800-283-3787. To process your claim, you will need a copy of your original invoice or other proof of purchase, the product serial number and documentation showing the original installation date and location. The alleged defective components or parts must be returned to BTC in accordance with BTC procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure (contact BTC if you have questions regarding the return process). If BTC determines that the returned components and/or parts are defective and that this warranty applies, BTC will furnish the repaired or replacement components and/or parts to an authorized BTC distributor who, in turn, will forward the components and/or parts to the contractor who installed your Residential Product. Bosch authorized distributors can file warranty claims for parts at www.boschprohvac.com.

