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CLIMATE MASTER, INC.

LIMITED EXPRESS WARRANTY / LIMITATION OF REMEDIES AND LIABILITY

It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Climate Master, Inc., a Delaware corporation, (“CM”) or its representatives, relating to CM's products, whether oral, written or contained in any sales literature, catalogue or any other agreement, are not express warranties and do not form a part of the basis of the bargain, but are merely CM’s opinion or commendation of CM’s products.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO EXPRESS WARRANTY AS TO ANY OF CM’S PRODUCTS. CM MAKES NO WARRANTY AGAINST LATENT DEFECTS. CM MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

GRANT OF LIMITED EXPRESS WARRANTY

CM warrants CM 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: (1) All complete air conditioning, heating and/or heat pump units built or sold by CM for twelve (12) months from date of unit start up or eighteen (18) months from date of shipment (from factory), whichever comes first; (2) Repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory). All parts must be returned to CM’s factory in Oklahoma City, Oklahoma, freight prepaid, no later than sixty (60) days after the date of the failure of the part, if CM determines the part to be defective and within CM's Limited Express Warranty, CM shall, when such part has been either replaced or repaired, return such to a factory recognized dealer, contractor or service organization, F.O.B. CM’s factory, Oklahoma City, Oklahoma, freight prepaid. The warranty on any parts 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, fuses, refrigerant, fluids, oil; (2) Products relocated after initial installation; (3) Any part or component of any system that is not supplied by CM, 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 CM is or has been in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance; or are caused by accident, misuse or abuse, fire, flood, alteration or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures, or unauthorized opening of refrigerant circuit; (8) Mold, fungus or bacteria damages; (9) Products subjected to corrosion or abrasion; (10) Products manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence or accidents; (12) Products which have been operated in a manner contrary to CM’s printed instructions; or (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of CM’s products.

CM is not responsible for: (1) The costs of any fluids, refrigerant or other system components, or associated labor to repair or replace the same, which is incurred as a result of a defective part covered by CM’s Limited Express Warranty; (2) The costs of labor, refrigerant, materials or service incurred in removal of the defective part, or in obtaining and replacing the new or repaired part; or, (3) Transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM’s Limited Express Warranty.

LIMITATION: This Limited Express Warranty is given in lieu of all other warranties. If, notwithstanding the disclaimers contained herein, it is determined that other warranties exist, any such warranties, without limitation any express warranties or any implied warranties of fitness for particular purpose and merchantability, shall be limited to the duration of the Limited Express Warranty.

LIMITATION OF REMEDIES

In the event of breach of warranty, CM will only be obligated at CM’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 that warranty is to CM’s Factory in Oklahoma City, Oklahoma, at CM’s expense, modifications or other failure and the warranty fails. CM shall not be responsible for the return of the purchaser’s use or CM, in accordance with the terms of the sales agreement. If any provision of this warranty is held by a court of competent jurisdiction to be void, illegal or contrary to the applicable laws, it shall be construed or modified to the extent necessary to make it valid, effective and enforceable. This warranty is the sole and exclusive remedy of the buyer or their purchaser against CM for breach of contract, for the breach of any warranty or for CM’s negligence or strict liability.

LIMITATION OF LIABILITY

CM shall have no liability for any damages if CM’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 CM. CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM’s NEGLIGENCE OR AS STRICT LIABILITY.

OBTAINING WARRANTY PERFORMANCE

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

Climate Master, Inc. • Customer Service • 7300 S.W. 44th Street • Oklahoma City, Oklahoma 73179  (405) 745-6000

NOTE: Some states or Canadian provinces do not allow limitations on how long an implied warranty lasts, or the limitation or exclusions of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and from Canadian province to Canadian province.

Please refer to the CM Installation, Operation and Maintenance Manual for operating and maintenance instructions.

Rev.: 11/09

LC083
Commercial Limited Express - Extended Compressor Warranty

LIMITED EXPRESS WARRANTY / LIMITATION OF REMEDIES AND LIABILITY
(WITH EXTENDED COMPRESSOR WARRANTY)

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

GRANT OF LIMITED EXPRESS WARRANTY
CM warrants CM 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: (1) All complete air conditioning, heating, and/or heat pump units built or sold by CM for 12 months from date of unit startup or 18 months from date of shipment (from factory), whichever comes first; (2) Repair and replacement parts, which are not supplied under warranty, for 90 days from date of shipment (from factory); and, (3) If such extended warranty is purchased, the compressors on all complete air conditioning, heating and/or heat pump units built or sold by CM shall extend for sixty (60) months from the date of shipment (from factory). All parts must be returned to CM’s factory in Oklahoma City, Oklahoma. Freight prepaid no later than sixty (60) days after the due date of the failure of the part; if CM determines the part to be defective and within CM’s Limited Express Warranty, CM shall, when such part has been either replaced or repaired, return such to a factory recognized dealer, contractor or service organization, F.O.B. CM’s factory, Oklahoma City, Oklahoma, freight prepaid. The warranty on any parts 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, fans, refrigerant, fluids, oil; (2) Products relocated after initial installation; (3) Any portion or component of any system that is not supplied by CM, 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 CM is or has been in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance, or are caused by accident, misuse or abuse, fire, flood, alteration or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures, unauthorized opening of refrigerant circuits; (8) Mold, fungus or bacteria damages; (9) Products subjected to corrosion or abrasion; (10) Products manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence or accidents; (12) Products which have been operated in a manner contrary to CM’s printed instructions; or (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of CM’s products.

CM is not responsible for: (1) The costs of any fluids, refrigerant, or other system components, or associated labor to replace the same, which is incurred as a result of a defective part covered by CM’s Limited Express Warranty; (2) The costs of labor, refrigerant, materials and service incurred in removal of the defective part or in obtaining and replacing the new or repaired part; or, (3) Transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM’s Limited Express Warranty.

LIMITATION OF REMEDIES
In the event of a breach of the Limited Express Warranty, CM will only be obligated at CM’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. CM shall not be responsible for any labor, freight, removal or other expenses involved in the repair or replacement of the failed part or unit. CM shall have no liability for any damages if CM’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, work stoppages, fire, flood, accident, shortages of transportation, fuel, material, or labor, acts of God or any other reason beyond the sole control of CM. CM EXPRESSES DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM’s NEGLIGENCE OR STRICT LIABILITY.

LIMITATION OF LIABILITY
CM shall have no liability for any damages if CM’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, work stoppages, fire, flood, accident, shortages of transportation, fuel, material, or labor, acts of God or any other reason beyond the sole control of CM. CM EXPRESSES DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM’s NEGLIGENCE OR STRICT LIABILITY.

OBTAINING WARRANTY PERFORMANCE
Normally, the contractor or service organization who installed the products will provide warranty performance for the owner. Should the installer be unavailable, contact any CM recognized dealer, contractor or service organization. If assistance is required in obtaining warranty performance, write or call: Climate Master, Inc. • Customer Service • 7300 S.W. 44th Street • Oklahoma City, Oklahoma 73179 • 405-745-6000

NOTE: Some states or Canadian provinces do not allow limitations on how long the implied warranty lasts, or the limitation or exclusion of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or Canadian province to Canadian province.

Please refer to the CM Installation, Operation and maintenance Manual for operating and maintenance Instructions.
CLIMATE MASTER, INC.
LIMITED EXPRESS WARRANTY / LIMITATION OF REMEDIES AND LIABILITY
(WITH EXTENDED REFRIGERANT CIRCUIT WARRANTY)

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

GRANT OF LIMITED EXPRESS WARRANTY
CM warrants CM 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: (1) All complete air conditioning, heating, and/or heat pump units built or sold by CM for twelve (12) months from date of unit start-up or eighteen (18) months from date of shipment (from factory), whichever comes first; (2) Repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory); and, (3) If such extended warranty is purchased, the sealed refrigerant circuit parts on all complete air conditioning, heating and/or heat pump units built or sold by CM (which parts only include the compressor, air/air and air/water heat exchangers, reversing valve body, and refrigerant metering device) shall extend for sixty (60) months from the date of shipment (from factory). All parts must be returned to CM’s factory in Oklahoma City, Oklahoma, freight prepaid, no later than sixty (60) days after the date of the failure of the part, if CM determines the part to be defective and within CM’s Limited Express Warranty. CM shall, when such part has been either replaced or repaired, return such to a factory-recognized dealer, contractor, or service organization F.O.B. CM’s factory, Oklahoma City, Oklahoma, freight prepaid. The warranty on any parts 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, fuses, refrigerant, fluids, coil; (2) Products installed after initial installation; (3) Any part or component of any system that is not supplied by CM, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification tags or labels have been tampered or defaced; (5) Products on which payment to CM is or has been in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance; or are caused by accident, misuse or abuse, fire, flood, alteration or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures, or unauthorized opening of refrigerant circuit; (8) Mold, fungus or bacteria damages; (9) Products subjected to corrosion or abrasion; (10) Products manufactured or supplied by others; (11) Products which have been subject to misuse, negligence or accidents; (12) Products which have been operated in a manner contrary to CM’s printed instructions; or (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of CM’s products.

CM is not responsible for: (1) The costs of any fluids, refrigerant or other system components, or associated labor to repair or replace the same, which is incurred as a result of a defective part covered by CM’s Limited Express Warranty; (2) The costs of labor, refrigerant, materials, or service incurred in removal of the defective part, or in obtaining and replacing the new or repaired unit; or (3) Transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM’s Limited Express Warranty.

LIMITATION OF REMEDIES
In the event of a breach of the Limited Express Warranty, CM will only be obligated at CM’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 CM’s factory in Oklahoma City, Oklahoma, of such defect, malfunction or other failure and a reasonable number of attempts by CM to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, CM shall refund the purchase price paid to CM in exchange for the returned defective part or unit. THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER OR THEIR PURCHASER AGAINST CM FOR BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR CM’S NEGLIGENCE OR IN STRICT LIABILITY.

LIMITATION OF LIABILITY
CM shall have no liability for any damages if CM’s performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to: 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 CM. CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM’S NEGLIGENCE OR AS STRICT LIABILITY.

OBTAINING WARRANTY PERFORMANCE
Normally, the contractor or service organization who installed the products will provide warranty performance for the owner. Should the installer be unavailable, contact any CM recognized dealer, contractor, or service organization. If assistance is required in obtaining warranty performance, write or call:
Climate Master, Inc. • Customer Service • 7300 S.W. 44th Street • Oklahoma City, Oklahoma 73179 • (405)745-6000

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Please refer to the CM Installation, Operation and Maintenance Manual for operating and maintenance instructions.
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GRANT OF LIMITED EXPRESS WARRANTY
CM warrants CM 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: (1) All complete air conditioning, heating, and/or heat pump units built or sold by CM for 12 months from date of unit start-up or 18 months from date of shipment (from factory), whichever comes first; (2) Repair and replacement parts, which are not supplied under warranty, for 90 days from date of shipment (from factory); and, (3) If such extended warranty is purchased, the CXM/DXM Control Board on all complete air conditioning, heating and/or heat pump units built or sold by CM shall extend for 60 months from the date of shipment (from factory). All parts must be returned to CM’s factory in Oklahoma City, Oklahoma, freight prepaid; no later than 60 days after the date of the failure of the part, if CM determines the part to be defective and within CM’s Limited Express Warranty, CM shall, when such part has been either replaced or repaired, return such part to a factory recognized dealer, contractor or service organization. G.B. CM’s factory, Oklahoma City, Oklahoma, freight prepaid. The warranty on any parts 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, fuses, refrigerant, fluids, oil; (2) Products reinstalled after initial installation; (3) Any portion or component of any system that is not supplied by CM, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification number or a label has been removed or defaced; (5) Products to which payment to CM is or has been in default; (6) Products which have been damaged or which resulted from improper installation, wiring, electrical, mechanical, or heat damage, or which are caused by accident, misuse or abuse, fire, flood, alteration, or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply; operation at abnormal temperatures, or unauthorized opening of refrigerant circuit; (8) Mold, fungi or bacterial damages; (9) Products subjected to corrosion or abrasion; (10) Products manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence, or accidents; (12) Products which have been manufactured or supplied in a manner contrary to CM’s specifications; or (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of CM’s products. CM is not responsible for: (1) the cost of labor, refrigerant, materials or service incurred in the removal of the defective part or in obtaining and replacing the new or required part; or (2) transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM’s Limited Express Warranty.

Limitation: This Limited Express Warranty is given in lieu of all other warranties. If, notwithstanding the disclaimers contained herein, it is without limitation any express warranties or any implied warranties of fitness for particular purpose and merchantability, shall be limited to the duration of the Limited Express Warranty.

LIMITATION OF REMEDIES
In the event of a breach of the Limited Express Warranty, CM shall be entitled to CM’s option to repair the failed product or to furnish a new or rebuilt product in exchange for the product which has failed. If, after written notice to CM’s factory in Oklahoma City, Oklahoma of such defect, malfunction or other failure and a reasonable number of attempts by CM to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, CM shall replace the product purchased by the customer. Said refund shall be the maximum liability of CM.

LIMITATION OF LIABILITY
CM shall have no liability for any damages if CM’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, materials, or labor, acts of God or any other reason beyond the sole control of CM. CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM’S NEGLIGENCE OR STRICT LIABILITY.

OBTAINING WARRANTY PERFORMANCE
Normally, the contractor or service organization who installed the product will provide warranty performance for the owner. Should the installer be unavailable, contact any CM recognized dealer, contractor or service organization. If assistance is required in obtaining warranty performance, write or call:
Climate Master, Inc. • Customer Service • 7300 S.W. 44th Street • Oklahoma City, Oklahoma 73179 • (405) 745-6000

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GRANT OF LIMITED EXPRESS WARRANTY

CM warrants its products purchased and installed outside the United States of America (“U.S.A.”) and Canada to be free from material defects in materials and workmanship under normal use and maintenance as follows: (1) All complete air conditioning, heating or heat pump units built or sold by CM for twelve (12) months from date of unit start-up or eighteen (18) months from date of shipment (from CM’s factory), whichever occurs first, and (2) Repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory).

Warranty parts shall be furnished by CM at the option of CM. If such parts are furnished by CM, the parts shall be warranted for the remainder of the warranty period after which the parts are supplied, or for ninety (90) days from the date of shipment to the ultimate user, whichever is longer. CM shall invoice Customer for the costs of the parts furnished, including freight. The warranty on any part repaired or replaced under warranty expires at the end of the original warranty period.

Warranty does not cover and does not apply to: (1) Air filters, fuses, refrigerant fluids; (2) Products relocated after initial installation; (3) Any portion or component of any system that is not supplied by CM, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification tag or label has been removed or defaced; (5) Products on which payment by Customer to CM or its distributors or Representatives, or the Customer’s seller is in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance, or from parts or components manufactured by others, or are caused by accident, misuse, negligence, abuse, fire, flood, lightning, alteration or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures or flow rates, or unauthorized opening of the refrigerant circuit; (8) Mold, fungus or bacteria damages; (9) Products subjected to corrosion or abrasion; (10) Products, parts or components manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence or accident; (12) Products which have been operated in a manner contrary to CM’s printed instructions; (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application, installation, or use of CM’s products; or (14) Electricity or fuel costs, or any increases or unrealized savings in same, for any reason.

CM is not responsible for: (1) The cost of any fluids, refrigerant or other components, or the associated labor to repair or replace the same, which is incurred as a result of a defective part covered by CM’s limited express warranty; (2) The cost of labor, refrigerant materials or service incurred in diagnosing and removal of the defective part, or in obtaining and replacing the new or repaired part; (3) Transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM’s Limited Express Warranty; or (4) The costs of normal maintenance.

LIMITATION OF REMEDIES

CM shall have no liability for any damages if CM’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, allocation, shortages of transportation, fuel, materials, or labor, acts of God or any other reason beyond the sole control of CM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER AGAINST CM FOR BREACH OF CONTRACT. FOR THE BREACH OF ANY WARRANTY OR FOR CM’S NEGLIGENCE OR STRICT LIABILITY.

LIMITATION OF LIABILITY

CM shall have no liability for any damages if CM’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, allocation, shortages of transportation, fuel, materials, or labor, acts of God or any other reason beyond the sole control of CM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM’S NEGLIGENCE OR STRICT LIABILITY. Nothing in this Agreement is intended to exclude CM’s liability for death, personal injury or fraud.

OBTAINING WARRANTY PERFORMANCE

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

Climate Master, Inc. • Customer Service • 7100 S.W. 44th Street • Oklahoma City, Oklahoma, U.S.A. 73119 • (405) 745-4000 • FAX (405) 745-4658

NOTE: Some countries do not allow limitations on how long an implied warranty lasts, or the limitation or exclusion of consequential damages, so the foregoing limitations and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.

Please refer to the CM Installation, Operation and Maintenance Manual for operating and maintenance instructions.

Rev.: 10/09
DISCLAIMER: It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Climate Master, Inc., a Delaware corporation, U.S.A. (“CM”) or its representatives, relating to CM’s products, whether oral, written or contained in any sales literature, catalog, this or any other agreement or other matter, are not express warranties and do not form a part of the basis of the bargain, but are merely CM’s opinion or commendation of CM’s products. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CM MAKES NO WARRANTY AS TO ANY OF CM’S PRODUCTS, AND CM MAKES NO WARRANTY AGAINST LATENT DEFECTS OR ANY WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

GRANT OF LIMITED EXPRESS WARRANTY

CM warrants CM products purchased and installed outside the United States of America (“U.S.A.”) and Canada to be free from material defects in materials and workmanship under normal use and maintenance as follows: (1) Complete air conditioning, heating or heat pump units built or sold by CM for twenty-four (24) months from the date of unit start-up or thirty (30) months from date of shipment (from CM’s factory), whichever comes first, and (2) Repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory).

Warranty parts shall be furnished by CM if ordered through an authorized sales representative of CM (“Representative”) within sixty (60) days after failure of the part. If CM determines that a parts order qualifies to be covered by CM’s Limited Express Warranty, such parts shall be shipped freight prepaid to the Representative or the ultimate user, as requested by Representative. All duties, taxes and other fees shall be paid by the ultimate user through the Representative.

If requested by CM, all defective parts shall be returned to CM’s factory in Oklahoma City, Oklahoma, U.S.A, freight and duty prepaid, not later than sixty (60) days after the date of the request. If the defective part is not timely returned or if CM determines the part not to be defective or otherwise not to qualify under CM’s Limited Express Warranty, CM shall invoice the costs for the parts furnished, including freight. 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, fuses, refrigerant, fluids, oil; (2) Products relocated after initial installation; (3) Any portion or component of any system that is not supplied by CM, 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 by Customer to CM or its distributors or Representatives, or the Customer’s seller is in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance, or from parts or components manufactured by others, or are caused by accident, misuse, negligence, abuse, fire, flood, lightning, alteration or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures or flow rates, or unauthorized opening of the refrigerant circuit; (8) Mold, fungi or bacteria damages; (9) Products subjected to conversion or abrasion; (10) Product, parts or components manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence or accidents; (12) Products which have been operated in an unattractive manner contrary to CM’s printed instructions; (13) Products which have defects, damage or insufficient performance as a result of inefficient or incorrect system design or the improper application, installation, or use of CM’s products, or (14) Electric or fuel costs, or any increases or unusual savings in same, for any reason.

CM is not responsible for: (1) The cost of any fluids, refrigerant or other system components, or the associated labor to repair or replace the same, which is incurred as a result of a defective part covered by CM’s Limited Express Warranty; (2) The cost of labor, refrigerant or 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 of the defective part from the installation site to CM or of the return of any part not covered by CM’s Limited Express Warranty; or (4) The costs of normal maintenance.

LIMITATION OF REMEDIES

In the event of a breach of this Limited Express Warranty or any warranty that is mandatory under applicable imperative law, CM will only be obligated at CM’s option to either 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 CM’s factory in Oklahoma City, Oklahoma, U.S.A, of each defect, malfunction or other failure and a reasonable number of attempts by CM to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, CM shall refund the purchase price paid to CM in exchange for the return of the sold good(s). Said refund shall be the maximum liability of CM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER AGAINST CM FOR BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR CM’S NEGLIGENCE OR IN STRICT LIABILITY.

LIMITATION OF LIABILITY

CM shall have no liability for any damages if CM’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, allocation, shortages of transportation, fuel, materials or labor, acts of God or any other reason beyond the sole control of CM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE NEXT SENTENCE, CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, OR PUNITIVE DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER OR NOT CM’S NEGLIGENCE OR STRICT LIABILITY. Nothing in this Agreement is intended to exclude CM’s liability for death, personal injury or fraud.

OBTAINING WARRANTY PERFORMANCE

Normal service to this air conditioner is included for the warranty period. If service is required beyond what is included in the warranty period, you may choose to have service performed by the Climate Master Factory Service Department or by an authorized Climate Master service organization. However, if service is performed by an unauthorized service organization or by the installer, the result may be a nullification of your warranty. Please refer to your climate master warranty and/or service contracts for full details.

Climate Master, Inc. • Customer Service • 7431 S.W. 44th Street • Oklahoma City, Oklahoma, U.S.A. 73108 • (405) 745-6000 • FAX (405) 745-6968

NOTE: Some countries do not allow limitations on how long an implied warranty lasts, or the limitations or exclusions of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and country to country.

Please refer to the CM Installation, Operation and Maintenance Manual for operating and maintenance instructions.

Created: 10/09
CLIMATE MASTER, INC.

LIMITED EXPRESS WARRANTY/LIMITATION OF REMEDIES AND LIABILITY FOR TRANQUILITY OA (TO) SERIES AND GENESIS OA (GO) SERIES PRODUCTS

It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Climate Master, Inc., a Delaware corporation, ("CM") or its representatives, relating to CM'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 CM's opinion or commendation of CM's products. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO EXPRESS WARRANTY AS TO ANY OF CM'S PRODUCTS. CM MAKES NO WARRANTY AGAINST LATENT DEFECTS. CM MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

GRANT OF LIMITED EXPRESS WARRANTY

CM warrants only to its original purchaser all CM Tranquility OA (TO) Series and Genesis OA (GO) Series units purchased and returned in the United States of America and Canada to be free from defects in material and workmanship under normal use and maintenance as follows: (1) All complete units built or sold by CM for twenty-four (24) months from date of shipment (from factory); (2) Repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory). All parts must be returned to CM's factory in Oklahoma City, Oklahoma, freight prepaid, no later than sixty (60) days after the date of the failure of the part; if CM determines the part to be defective and within CM's Limited Express Warranty, CM shall, within such part has been either replaced or repaired, return such part to the recognized dealer, contractor or service organization. (3) CM's factory, Oklahoma City, Oklahoma, freight prepaid. The warranty on any part repaired or replaced under warranty expires as of the end of the original warranty period. In order for this warranty to be valid, a START-UP REPORT in the form contained in CM's Installation, Operation and Maintenance Instructions (the "START-UP REPORT") must be properly completed and timely returned to CM immediately after unit start-up; in no event later than one (1) week after unit start-up.

This warranty does not cover and does not apply to: (1) Water filters, fans, refrigerant, fluids, oil; (2) Products relocated after initial installation; (3) Any portion or component of any system that is not supplied by CM, 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 CM is or has been in default; (6) Products which have defects or damage which result from improper installation, wiring, electrical imbalance characteristics or maintenance or are caused by accident, misuse or abuse, fire, flood, alteration or misapplication of the product; (7) Products which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures, or unauthorized opening of refrigerant circuit; (8) Molds, fungus or bacteria damages; (9) Products subjected to corrosion or abrasion, including, without limitation, any corrosion due to improperly balanced pool chemistry or any other corrosive air quality; (10) Products manufactured or supplied by others; (11) Products which have been subjected to misuse, negligence or accidents; (12) Products which have been installed and/or operated in a manner contrary to CM's printed instructions; (13) Products which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of CM's products; (14) Products for which a START-UP REPORT has not been properly completed and timely returned to CM; or (15) Products that may have been altered or repaired in any way outside of the factory in such a manner as to affect, in CM's sole judgment, the stability of functionality of the Product.

CM is not responsible for: (1) The cost of any fluids, refrigerant or other system components, or associated labor to repair or replace the same, which is incurred as a result of a defective part covered by CM's Limited Express Warranty. (2) The costs of labor, refrigerant, materials or service incurred in diagnosing the problem, removal of the defective part, or in obtaining and replacing the new or repaired part. or, (3) Transportation costs of the defective part from the installation site to CM or of the return of any part not covered by CM's Limited Express Warranty.

LIMITATION OF REMEDIES

In the event of a breach of the Limited Express Warranty, CM will only be obligated at CM'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 CM will not be able to fulfill its obligations, CM may, in its sole discretion, replace the product with a new or rebuilt product. If the failure of the product resulted from a defective part, CM may, in its sole discretion, replace the defective part with a new or rebuilt part. CM may, at its discretion, accept return of a product for replacement or repair. CM may, at its discretion, accept return of a product for replacement or repair. CM shall have no liability for any damages if CM's performance is delayed for any reason or 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, accidents, shortages of transportation, fuel, materials, or labor, acts of God or any other reason beyond the sole control of CM. CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM's NEGLIGENCE OR AS STRICT LIABILITY.

LIMITATION OF LIABILITY

CM shall have no liability for any damages if CM's performance is delayed for any reason or 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, accidents, shortages of transportation, fuel, materials, or labor, acts of God or any other reason beyond the sole control of CM. CM EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR CM's NEGLIGENCE OR AS STRICT LIABILITY.

OBTAINING WARRANTY PERFORMANCE

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

Climate Master, Inc. • Customer Service • 7300 S.W. 44th Street • Oklahoma City, Oklahoma 73179 (405) 745 6000

NOTE: Some states or Canadian provinces do not allow limitations on how long an implied warranty lasts, or the limitation or exclusions of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and from Canadian province to Canadian province.

Please refer to the CM Installation, Operation and Maintenance Instructions for installation, operating and maintenance instructions.
### Revision History

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