

LIMITED WARRANTY STATEMENT

GLOBAL COMMANDER Heat Pump Mini Split End User Limited Warranty

Subject to the terms and conditions set forth below, Global Commander Warranties the products purchased from Global Commander or from a Global Commander 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 is valid only on Products purchased and used in the lower continental United States (not including Alaska, Hawaii, or Puerto Rico) and Canada. Cosmetic blemishes or imperfections that do not affect functionality of the Product are not covered under this Limited Warranty. If the Product becomes defective during the warranty period, Global Commander will repair or replace the Product at its discretion.

A. 5 years parts and compressor warranty

The term "Warranty Period" means a period of 1 or 5 Year(s) from the date of the sales receipt for the purchase of the Product. Subject to the terms and conditions of this Limited Warranty, Global Commander warrants to you (the original retail purchaser) that, during the Warranty Period and under normal use and service, the Product will substantially conform within the user instruction materials packaged with the product. This warranty is not assignable or transferable to any subsequent purchaser or user.

B. Limited Warranty Applies only if:

- a) The product is installed in an owner-occupied, single-family residence.
- b) The product remains in the original installation location.
- c) The product is installed by contractors who are licensed HVAC professionals and in compliance with all local, state and provincial laws.
- d) The product is installed, maintained and used in accordance with the manufacturer's recommendations as outlined in the Installation and Use & Care manuals.

*If a product is installed in a newly constructed home, the installation date is assumed to be the date of purchase. If that date cannot be verified, the warranty period begins 90 days from the date of manufacture.

C. Exclusions to Warranty Coverage: Warranty does not apply to any Product that:

- a) Are operated in unoccupied structures or used for purposes other than comfort cooling / heating.
- b) Are installed or used for commercial purposes.
- c) Has been removed from the place it was originally installed and reinstalled at another place.

D. Warranty Does Not Cover:

Global Commander is not responsible for any warranty claim due to:

a) Damages or repairs arising as a result of a faulty installation or wrong application.

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- b) Damages or repairs arising from any external perils, out of Global Commander's control, such as fires, storms, accidents, floods, broken or frozen water pipes, electrical surges, input power with under or overvoltage, lightening or existence of corrosive substances nearby.
- c) Damages or repairs arising from use of non-compatible parts, alterations, modifications, or improper applications.
- d) Necessary maintenance required for the proper operation of the equipment, such as cleaning of all air filters, heat exchangers, fans and blowers, any necessary lubrication of internal components and maintenance of external accessories.
- e) Damages or repairs needed because of using parts, supplies or other add-on components that are not supplied by or approved for use by Global Commander.
- f) Damages or repairs as a result of improper use, poor maintenance, wrong operation or improper service.
- g) Changes that can be considered cosmetic, not affecting the systems performance, including but not limited to small fin damages.
- h) Resetting of power or the circuit breakers and replacement of other types of fuses, both internal and external.
- i) Any damages of repairs caused using dirty, recycled, wrong type or unapproved refrigerants and lubricants.
- j) Damages or repairs due to moisture, air, dust, sand, dirt, etc., that have been allowed into the system by improper handling of system parts and components during installation.
- k) Damages or repairs caused by continuing use the Product, after a malfunction has been noticed or indicated at the display module, through an error code.
- I) Damages or performance issues due to improper matching, Product selection, under-sizing, oversizing, improper installation, or misuse.

E. Labor cost, materials, and other costs:

Any labor costs and/or the costs for the supplies or materials used or purchased in the field for the replacement of the defective part, remain the responsibility of the owner. No other costs, involved in diagnosis, lodging, transportation, servicing, repair, replacement, installation, removal, shipping, etc., are to be covered under the warranty.

F. REFRIGERANT:

Any costs related to charging, recharging, adjustment, or removal of the refrigerant, and the cost of the refrigerant itself, are not covered under any circumstances. All Products go through vigorous quality controls at various stations and leave the factory in perfect working and sealed condition. Products are individually tested in highly sensitive helium vacuum chambers for existence of refrigerant leaks. Therefore, Global Commander does not cover any claims related to the lack of refrigerant in new Products, discovered upon arrival, or during installation, as well as subsequent refrigerant losses occurring at any time afterward.

G. Exclusive Remedy

During the Warranty Period, Global Commander will, at its option and as your exclusive remedy for breach of this Limited Warranty or any implied warranties:

• Repair or replace a defective Product, or



- In the event an exact replacement is not available, a model of equal or better value will be sent at no cost to you.
- 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.

GLOBAL COMMANDER DOES NOT PROVIDE ANY WARRANTIES REGARDING ITS WARRANTY SERVICES AND, EXCEPT FOR THE PRECEDING SENTENCE, DISCLAIMS ALL DUTIES (IF ANY) OF WORKMANLIKE EFFORT OR OF REASONABLE CARE.

H. Obtaining Warranty Service

To obtain warranty service, owner must first contact the installer or any other qualified contractor, to determine the cause of the failure and diagnose the Product. Global Commander provides diagnostic information such as manuals and videos based on certain error codes Product may display and at the lack of any specific error codes, based on certain symptoms observed and specific electrical and mechanical measurement made and recorded by the installer or other contractors, as needed or required for the proper diagnosis. In the event for further assistance, installer may call Global Commander at 1-855-744-0933. When contacting, the following forms and information need to be provided:

- a) Copies of purchase documents showing model and serial numbers and dates of purchase and installation.
- b) Photo of the product nameplate.
- c) A report prepared after the diagnosis, indicating the nature of the defect, name and model number of the defective part, failure date, and if known, the reason for the failure and the remedy determined.
- d) PD might ask for photos and other diagnostic information it deems necessary prior to processing the warranty claim.

I. OTHER LIMITATIONS

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, GLOBAL COMMANDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERMS OF THIS LIMITED WARRANTY. IN NO EVENT SHALL GLOBAL COMMANDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF BUISINESS, REVENUE, PROFITS, INFORMATION, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF GLOBAL COMMANDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT REPAIR OR REPLACEMENMT, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE GLOBAL COMMANDER LIMITED WARRANTY SET FORTH HEREIN. IF, DESPITE THE FOREGOING LIMITATIONS, FOR ANY REASON GLOBAL COMMANDER BECOMES LIABLE TO YOU FOR DAMAGES INCURRED BY YOU IN CONNECTION WITH THIS AGREEMENT, THEN, THE LIABILITY OF GLOBAL COMMANDER WILL BE LIMITED TO THE AMOUNT EQUAL TO THE INVOICE AMOUNT PAID BY YOU TO GLOBAL COMMANDER OR AN GLOBAL COMMANDER AUTHORIZED RESELLER FOR THE PRODUCT.