

AUX Warranty Policy

This warranty is in lieu of all other warranties, and hereby replaces any and all other oral or written warranties whether expressed or implied. ANY IMPLIED WARRANTIES BY AUX CLOUD COMMERCE USA INC, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY SET FORTH BELOW.

Except as otherwise provided in this document, if this heating or air conditioning unit has not been properly registered, all references in this document to “the warranty,” “this warranty,” or any similar construction, refer solely and exclusively to the Initial Term Warranty (as defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth in this document are satisfied), all such references refer to the Extended Term Warranty (as defined below).

Who Is Providing The Warranty?

This warranty is provided to you by AUX CLOUD COMMERCE USA INC (ALSO REFERRED TO AS “AUX” or “AUX AIR CONDITIONER”), which warrants all parts of this heating or air conditioning unit, subject to the limitations below.

Is Registration Required?

Registration is not required but strongly recommended. By registering your equipment, you can benefit from:

- **Extended Warranty Coverage** **12-Year Parts and compressor Limited Warranty, which provides longer coverage compared to the Initial Term Warranty.**
- **Peace of Mind:** Knowing that your equipment is registered and covered for a longer period can give you peace of mind.
- **Efficient Service:** In case of any issues, having your equipment registered can streamline the process of receiving a warranty service and replacement parts.
- **Proof of Ownership:** Registration serves as proof of ownership and installation date, which can be helpful for warranty claims.
- **Updates and Notifications:** Registered owners may receive updates, maintenance tips, and notifications about their equipment.

How to Register:

- **Online Registration:** Go <https://us.auxair.com/warranty>
- **Notice:** Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so these exclusions may not apply to you. No action arising out of any claimed breach of this limited warranty may be brought by the purchaser more than one (1) year after the cause of action has arisen. In jurisdictions where laws prohibit conditioning warranty activation on product registration, eligible equipment is automatically provided with the Initial Limited Warranty. Homeowners may elect to upgrade their coverage to the Extended Limited Warranty within 60 days of installation for existing homes or within 60 days of the closing date for new construction. Additional terms, conditions, and exclusions apply; please consult the full terms and conditions of this warranty for complete details.

What Units Does This Warranty Not Cover/Does Not Apply To?

- **Non-Authorized Sales:** Units sold over the Internet, by telephone, or through non-authorized distributors or dealers.
- **Location Restrictions:** Units installed outside the United States, its territories, or Canada.
- **Incomplete Structures:** Units operated in incomplete structures.
- **Non-Transferable:** The warranty does not continue if the unit is removed from its original installation location.

What Problems Does This Warranty Cover?

Defects in Materials: Faulty or substandard materials used in the product.

Defects in Parts: Issues with individual parts due to manufacturing errors. Replacing a part under this warranty does not extend the warranty period. The replacement part is only covered for the remaining duration of the original warranty.

The product must be used and maintained as per the manufacturer’s guidelines for the warranty to be valid. The warranty ensures the product is free from defects in materials and parts when used properly. If defects are found, the manufacturer will repair or replace the faulty components.

What AUX Warranty does not cover?

- **Labor Costs:** Diagnostic calls, removal, and reinstallation of products or parts.
- **Lodging Costs:** Does any cover any lodging costs or expenses.
- **Failures, Defects, or Damage Caused By:** Third-party products, services, or systems.
- **Uses Not Intended for the Product.**
- **Modifications, Abuse, Misuse, Negligence, or Accidents.**
- **Improper Storage, Installation, Maintenance, or Operation** (e.g., incorrect voltage).
- **Violations of the Company's Written Instructions or Specifications.**
- **Force Majeure** (e.g., fire, water, storms, lightning, earthquakes)
- **Corrosive Environments** or contact with corrosive materials (e.g., chlorine, salt, sulfur).
- **Direct Purchases:** Products bought directly, including auctions and uninstalled purchases.
- **Non-Performance Affecting Parts:** Cabinets, air filters, refrigerants, line sets, belts, wiring, fuses, surge protection devices, non-factory installed driers, and accessories.
- **Increased Utility Costs:** Any rise in utility usage.
- **Refrigerant:** Parts needed to convert from R-32 refrigerant to another type. Use or conversion to any refrigerant other than the designated one voids the warranty.
- **Non-Approved Refrigerants/Additives:** Use of alternate, contaminated, counterfeit, or non-approved refrigerants/additives (e.g., dyes) voids the warranty.

What AUX is Not Responsible For:

- **Faulty Installation:** Damage or repairs due to faulty installation or application.
- **Natural Disasters:** Damage from floods, fires, winds, lightning, and other natural disasters.
- **Incompatible Components:** Damage from using incompatible components or accessories.
- **Normal Maintenance:** Routine maintenance tasks like cleaning coils and filters.
- **Non-Approved Parts:** Parts or accessories not approved by the manufacturer.
- **Improper Use:** Damage from improper use, maintenance, operation, or servicing.
- **Electrical Issues:** Damage from electrical interruptions, surges, or inadequate service.
- **Water Damage:** Damage from frozen or broken pipes, water damage, moisture, mold, or other biological growth.
- **Cosmetic Changes:** Changes in appearance that do not affect performance.
- **Fuses and Circuit Breakers:** Replacement of fuses and resetting of circuit breakers.
- **Unapproved Refrigerants:** Damage from using unapproved or recycled refrigerants.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates:

- **Existing Residences:** The installation date is the date the unit was originally installed.
- **Newly Constructed Residence:** The installation date is the date the owner purchases the residence from the builder.
- **Unverified Dates:** If the purchase date from the builder or the original installation date cannot be verified, the installation date is three months after the manufacture date noted on the unit.

How Long Does Warranty Coverage Last?

Registration is not required to obtain warranty coverage, but registration entitles homeowners to the Extended Warranty referred to in the following paragraph.

Initial Term Warranty: Without registration, the parts warranty lasts up to 5 years, and the compressor warranty lasts up to 7 years after the installation date.

Extended Warranty: To receive the 12-Year Parts and compressor Extended Warranty, online registration must be completed within 60 days of installation. An Extended Registration Warranty is provided and lasts for as long as the original registered owner owns the residence in which the unit was originally installed.

What Will AUX CLOUD COMMERCE USA INC Do To Correct Problems?

AUX will provide replacement parts: AUX will provide a replacement part at no cost if a part is found to be defective due to manufacturing workmanship or materials under normal use and maintenance during the warranty period. AUX's only responsibility under this warranty is to furnish the replacement part. This is the homeowner's sole remedy under this warranty for any breach of this warranty or any implied warranty.

What AUX CLOUD COMMERCE USA INC does not pay for:

- **Service Costs:** Labor, mileage, or any other costs associated with the service, repair, or operation of the unit, including the deinstallation of defective parts or installation of replacement parts.
- **Utility Costs:** Electricity or fuel costs, or increases in these costs, for any reason, including additional or unusual use of supplemental electric heat.
- **Lodging and Transportation:** Charges for lodging or transportation.
- **Refrigerant:** Costs associated with refrigerant.

How Can The Owner Receive Warranty Service and Parts?

How to Receive Service: If there is a problem with the unit, contact a licensed contractor or your installation contractor.

How to Receive Warranty Parts: To receive a replacement part or warranty credit, the licensed contractor must return the defective part to an AUX products distributor.

For more information on this, contact our Customer Support Team at: **888-875-1666**, or email us at: customerservice@auxairus.com or write to: **AUX Cloud Commerce USA Inc. Attention: Warranty Support, 400 Corporate Court, Suite D, South Plainfield New Jersey 07080.**

Liability Limitations: No Liability for Incidental or Consequential Damages: AUX CLOUD COMMERCE USA INC and its affiliates are not liable for incidental or consequential damages, including but not limited to lost profits, loss of use of a unit, extra utility expenses, or property damage.

This limited warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages, how long a warranty lasts based on registration, or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this limited warranty. If you have any questions regarding this limited warranty, please contact your original installation dealer, or any participating dealer, should your original installation dealer no longer be available.

AUX CLOUD COMMERCE USA INC; typically requires online product registration within 60 days of installation to qualify for extended warranty coverage, providing up to 12 years on parts and the compressor. However, exceptions apply in certain jurisdictions to ensure compliance with state and provincial laws. AUX follows your states and or provincial regulation regarding manufacturers warranties.

Florida Residents: Registration is not required for full warranty benefits; Installation is deemed complete if a licensed contractor installs the unit and provides required details (e.g., certificate of occupancy or serial number) under Florida Statutes. The Registered Additional Term Warranty lasts up to 12 years and is not limited to the original owner for qualifying residential properties (single-family dwellings, duplexes, triplexes, quadruplexes, condos, co-ops). Warranty durations may differ in some cases compared to other states.

Texas Residents: The Registered Additional Term Warranty lasts up to 12 years from installation and is not limited to the original owner for one- to four-family residences or qualifying multi-unit structures. Warranty durations may differ in certain cases compared to other states.

California Residents: Product registration is not required for full warranty rights and remedies. Registered Additional Term Warranty applies only to the original owner and spouse.

Quebec Residents: Product registration is not required for full warranty rights and remedies. Registered Additional Term Warranty applies only to the original owner and spouse. Arbitration provisions do not apply.

Can Any Legal Solution Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. Parties: This arbitration clause affects your rights against AUX and any of its parent companies, subsidiaries, affiliates, and their respective 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.

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 PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION IN ANY FORM, INCLUDING ANY 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. The law governing your substantive warranty rights and other claims will be the law of the state or province in which your unit was installed. Any court having jurisdiction may enter judgment on the arbitration award.

7. Rules of 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 shall prevail. 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 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 expenses regarding 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.

For more information on this, contact our Customer Support Team at: 888-875-1666, or email us at: customerservice@auxairus.com or write to: AUX Cloud Commerce USA Inc. Attention: Warranty Support, 400 Corporate Court, Suite D, South Plainfield New Jersey 07080.

Models: AFEB09HP230V1CH, AJAN09HP230V1CH, AJAN09HP230V1CH, AFEB09HP115V1CH, AJAN09HP115V1CH, AJAN09HP115V1CH, AFEB12HP230V1CH, AJAN12HP230V1CH, AJAN12HP230V1CH, AFEB12HP115V1CH, AJAN12HP115V1CH, AJAN12HP115V1CH, AMAR18HP230V1CH, AJAN18HP230V1CH, AFEB18HP230V2CH, AJAN24HP230V1CH, AFEB24HP230V1CH, AJAN36HP230V1CH, AJAN36HP230V1CH, AFEB24HP230V1CO, AJAN24HP230V1CO, AJAN36HP230V1CO, AFEB18HP230V2CO, AJAN09HP230V1CO, AMAR09HP230V1CO, AFEB12HP230V1CO, AMAR12HP230V1CO, AJAN12HP230V1CO, AFEB09HP230V1CO, AMAR09HP115V1CO, AMAR12HP115V1CO, AMAR18HP230V1CO, AJAN18HP230V1CO, AJAN12HP115V1CO, AJAN09HP115V1CO, AFEB09HP115V1CO, AFEB12HP115V1CO, AMAR24HP230V1CO, ASPR18HPMULO, ASUM18HPMULO, ASPR24HPMULO, ASUM24HPMULO, ASPR30HPMULO, ASPR36HPMULO, ASUM36HPMULO, ASPR42HPMULO, ASUM42HPMULO, AFEB07HP230V1CH, AFEB09HP230V1CC, AFEB12HP230V1CC, AFEB18HP230V1CC, AFEB24HP230V1CC, AFEB09HP230V1SD, AFEB12HP230V1SD, AFEB18HP230V1SD, AFEB24HP230V1SD, AFEB09HP230V1FL, AFEB12HP230V1FL, AFEB18HP230V1FL, AFEB24HP230V1FL, AHU18HPV1AI, AHU18HPV1AO, AHU24HPV1AI, AHU24HPV1AO, AHU30HPV1AI, AHU30HPV1AO, AHU36HPV1AI, AHU36HPV1AO, AHU48HPV1AI, AHU48HPV1AO, AHU60HPV1AI, AHU60HPV1AO, AHU18HPV1BI, AHU18HPV1BO, AHU24HPV1BI, AHU24HPV1BO, AHU30HPV1BI, AHU30HPV1BO, AHU36HPV1BI, AHU36HPV1BO, AHU48HPV1BI, AHU48HPV1BO, AHU60HPV1BI, AHU60HPV1BO

Please note that our Warranty may be updated periodically due to product upgrades. If you have any questions or are unable to access our current warranty policy, please visit our website at: www.auxair.com/us for the most up-to-date information.

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