



# LIMITED WARRANTY POLICY

This limited warranty applies for products manufactured on or after March 15, 2023

Ductless mini split units require professional installation to make sure that all the systems will be installed, according to applicable local and state laws and building codes, by a PROFESSIONAL, CERTIFIED AIR CONDITIONING CONTRACTOR who has all proper licenses and insurance as mandated by the local municipalities, states and provinces laws and codes. **ALL WARRANTIES FOR KLIMAIRE DUCTLESS MINI SPLIT UNITS WILL BE VOIDED IF THE SYSTEM IS NOT INSTALLED BY THE MENTIONED QUALIFIED CONTRACTORS.**

**1- WARRANTY COVERAGE: KLIMAIRE PRODUCTS, INC. ("KPI")** warrants to the original purchaser parts of its product against defects in materials and/or workmanship under normal use and maintenance.

KPI will at its option repair or replace free of charge any functional part(s) that fail(s) due to defects in materials or workmanship. The replacement part(s) can be a new or remanufactured part(s) provided at KPI sole discretion, and these parts are warranted for the remainder of the original warranty period, while the unit remains at the original installation site. This warranty is not assignable or transferable to any subsequent purchaser or user.

**2- BASE WARRANTY:** Base warranty will last for a period of up to one year. Registration is not required for the Base Warranty.

**3- STANDARD WARRANTY (RESIDENTIAL):** Standard warranty will last for a period of up to 5 years for parts and 7 years for the compressor. Product registration is required to obtain standard warranty.

**4- STANDARD WARRANTY (COMMERCIAL):** Standard warranty will last for a period of up to three years for all commercial applications including apartments and rental properties. Product registration is required to obtain standard warranty.

**5-PRODUCT REGISTRATION:** To be eligible to qualify for the standard warranty it is strongly urged to register your product within 45 days from the date of original purchase from the seller. If registration is not completed within (45) days, the warranty period is the BASE WARRANTY for the application. To register your product, fill out the warranty registration card packed with the product and mail it as instructed, or online at [www.klimaïre.com/register-product/](http://www.klimaïre.com/register-product/)

**6- EXCLUSIONS & LIMITATIONS** – This warranty excludes and does not apply to:

1. Equipment installed outside the USA.
2. If registration information cannot be verified.
3. If equipment has been removed from the original installation place and reinstalled at another location.
4. Equipment operated in unoccupied structures or used for purposes other than comfort cooling or heating.
5. Cabinets or cabinet pieces that do not affect product performance, air filters, refrigerant, refrigerant line sets, wiring, fuses, surge protection devices, non-factory installed driers and any other accessories.
6. Electricity or fuel costs, or increases in electricity, or fuel costs for any reason whatsoever.

**7- WARRANTY DOES NOT COVER:** KPI is not responsible for any warranty Claim due to:

- a) Damages or repairs caused by APPLICATION OF IMPROPER VOLTAGE.
- b) Damages or repairs arising as result of a faulty installation, wrong application, or improper use.
- c) Damages or repairs arising from any external perils, out of KPI control, such as fires, storms, accidents, floods, broken or frozen water pipes, electrical surges, input power with under or overvoltage, lightening, brownouts, blackouts, failure to start due to interruption and/or inadequate electrical service.
- d) Damages or repairs arising from operating the product in a corrosive atmosphere containing chlorine, fluorine, or any other damaging chemicals.
- e) Damages or repairs arising from use of non compatible parts, alterations, modifications, or improper applications.
- f) Damages or repairs arising from lack of scheduled maintenance or failure to provide proof of proper maintenance and service to the product such as cleaning of all air filters, heat exchangers, fans and blowers, any necessary lubrication of internal components and maintenance of external accessories.
- g) Damages or repairs arising from installation, modification, alteration, repair, or service by anyone other than an authorized KPI dealer or a licensed contractor.

- h) Damages or repairs arising from improper use, poor maintenance, wrong operation, or improper service.
- i) Damages or repairs caused by using parts, supplies or other add on components that are not supplied by or approved for use by KPI.
- j) Changes that can be considered cosmetic, not affecting the systems performance, including but not limited to small fin damages.
- k) Installation and operation of the product in a manner contrary to the instructions of the manufacturer and/or use of components or accessories not compatible with the unit
- l) 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.
- m) Freight damages.
- n) Failures of equipment due to incorrect, dirty, recycled, unapproved refrigerants and lubricants.
- o) 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.
- p) Damages or performance issues due to improper matching, product selection, under sizing, over sizing, improper installation, or misuse.

**8- 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. Any other costs associated with servicing, repairing, removing, installing, troubleshooting, shipping, and handling of either defective, or replacements parts, or complete unit, for items that are to be maintained or replaced by the owner.

**9- REFRIGERANT:** Any costs related to charging, recharging, adjustment, removal, disposal or recovery 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, KPI 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.

**10- WARRANTY BEGIN DATE:** The warranty period commences 45 days after the date of purchase from the seller. However, the warranty beginning date cannot exceed a date, over six months after the manufacturing date of the product coded in the serial number.

**11- WARRANTY END DATE:** Products that have not been registered as instructed above are covered under the Base Warranty. The Base Warranty lasts for a period of up to one year. Products that have been properly registered as instructed above will be covered under Standard Warranty. The Standard Warranty lasts for a period of up to seven years as further explained above and only as long as the original registered owner, owns and resides in the dwelling, or operates the business in the property, in which the product had been originally installed.

**12- REPLACEMENT PARTS:** If the product part is not available, KPI will, at its option, provide a free suitable part or provide a credit in the amount of the factory selling price for a new suitable substitute part to be used by the purchaser towards the retail purchase price of a new company product. Any new product purchase shall be at purchaser's sole cost and expense including, but not limited to, all shipping, removal, and installation costs and expenses.

KPI reserves the right to request any defective part or piece of equipment being replaced to be returned to KPI in exchange for the new one. Owner must supply proof of properly maintaining the equipment minimum twice a year over the life of the limited warranty, and of replacing and/or cleaning filters every month, i.e., we recommend semi-annual preventive maintenance inspections for the entire unit by a licensed service technician.

**13- TO OBTAIN WARRANTY SERVICE** – If you experience a problem, please do not call KPI and follow these steps. KPI WILL ONLY SUPPORT AND PROVIDE TECHNICAL ASSISTANCE TO ITS DEALERS OR HVAC LICENSED TECHNICIANS.

1. Owner must first contact the installer who installed the product, or any other qualified contractor, to determine the cause of the failure and diagnose the product.
2. KPI provides diagnostic information such as manuals and videos based on certain error codes, the product may or may not display error codes 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. KPI is not able to remotely diagnose a product and/or recommend remedies, without proper diagnosis results being submitted to KPI. Upon determination by the installer or contractor that the failure is caused by a defect covered under this warranty, the owner, installer, or contractor may contact KPI and request warranty service.
3. When contacting KPI technical service department, the following forms and information should be provided:
  - A. Model number and serial number of the unit
  - B. The product purchase invoice and an installation invoice from a licensed HVAC technician showing model and serial numbers of the unit.
  - C. Case number (if applicable) provided during previous KPI Technical Support call(s).
  - D. A diagnosis report, indicating the nature of the defect, name and part number of the defective part, failure date, and if known, the reason for the failure and the remedy determined.
  - E. KPI might ask for photos and other diagnostic information it deems necessary prior to processing the warranty claim.

## 14- PROCEDURE FOR THE CONTRACTOR

1. It is recommended that the service technician contact KPI technical service department prior to going to the job site to schedule an upcoming troubleshooting call. This will secure availability once the service technician is on the job site, as well as provides possible troubleshooting tips prior to arrival.
2. From the job site please call KPI technical support department directly (305) 593 8358
3. Have the model number, incoming line voltage, running amperage, any error codes displayed, refrigerant pressures, ready to share with KPI technical support, as well as proof of installation, and purchase dates.
4. Troubleshoot the problem with the assistance of the KPI technical support department agents and follow all its recommendations.

**15- PRODUCT INSPECTION** – KPI reserves the right to inspect before replacing any part considered to be defective. If it is determined that the part(s) is(are) factory defective in workmanship or material as outlined in this warranty, KPI will replace it free of charge. Any defective part must be made available to KPI in exchange for the replacement part and becomes property of KPI.

- (a) No one is authorized to change this LIMITED WARRANTY in any respect or create any other obligation or liability in connection with this product.
- (b) The equipment rating plate must not be removed, altered, or defaced. KPI reserves the right to change or modify its warranty at any time.

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

1. **THIS ARBITRATION CLAUSE** affects your rights against KPI and any of its employees, agents, affiliates, successors, or assignees, all of whom together are referred to below as “we” or “us” for the simplicity of reference.
2. **ARBITRATION REQUIREMENTS:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL AND BINDING ARBITRATION, RATHER THAN ANY COURT OR BY TRIAL BY JURY. ARBITRATION WILL BE HANDLED ONLY ON AN INDIVIDUAL BASIS AND ALL PARTIES EXPRESSLY WAIVE ANY RIGHTS TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER, ANY RIGHTS TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. THE ARBITRATOR WILL BE A MEMBER OF THE AMERICAN ARBITRATION ORGANIZATION. The meaning of “Dispute” has the broadest possible meaning allowable by law, including any controversy, claim or other dispute, relating to or arising from the purchase of the product, any of the warranties upon the product, or the condition of the product, as well as the determination of the application or the scope of the Arbitration Clause itself. Rights to appeal and discovery are also limited in arbitration based on the rules of the arbitration organizations.
3. **GOVERNING LAW:** Effect and procedures of arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § et seq.) rather than any related state law. In case of any substantive warranty, your claims and rights under such substantive warranty will be governed by the applicable law of the state in which the product was purchased.
4. **LOCATION OF THE ARBITRATION:** Unless otherwise provided under the applicable law, arbitration hearing will be conducted in the judicial district in Miami Dade County, Florida.
5. **COSTS OF THE ARBITRATION:** Unless otherwise provided under the applicable law, each party will be responsible for; its own costs payable to the arbitration organization, and the costs of their attorneys, experts, or other fees.
6. **SURVIVAL AND ENFORCEABILITY OF THE ARBITRATION CLAUSE:** This arbitration clause will survive the expiration or termination of this warranty agreement, indefinitely.

To register your product(s) please visit [www.klimaire.com](http://www.klimaire.com)

For warranty service or customer support:

**Klimaire Products, Inc.**

Attn: Customer Service

2190 NW 89 Place – Doral, FL 33172

Phone: 1-800-281-COOL (2665)

Email: [customerservice@klimaire.com](mailto:customerservice@klimaire.com)



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