

DEPLUS - LIMITED WARRANTY

Limited Warranty provided by DEPLUS (hereby referred to as DEPLUS) covers specified products and parts, subject to the following details:

Warranty Begin Date:

The warranty begins on the date of sales of DEPLUS.

Warranty Terms

The Warranty lasts for a period of up to ten (10) years on parts and up to ten (10) years on the compressor, as further explained below in detail

Warranty Terms	1 year	2 year	5 year	10 year
Registered Complete split system / Packaged Unit 1.5 to 5.0Ton Applicable to residential applications.				Parts / Compressor
Standard Complete split system / Packaged Unit 1.5 to 5.0Ton Applicable to residential applications			Parts / Compressor	
Standard /Registered Complete split system/ Packaged Unit 1.5 to 5.0Ton Applicable to commercial applications.	Parts		Compressor	
Registered Mini split system 9000 to 36000 BTL Applicable to residential applications.		Parts	Compressor	
Standard Mini split system 9000 to 36000 BTU Applicable to residential / commercial applications.	Parts / Compressor			
THERMOSTA		Replacement		
Other	Replacement			

Product Registration:

Products must be registered for a Limited Warranty within 30 days of installation by a licensed HVAC technician. Products can be registered. at WWW.Deplusworld.com

Warranty Coverage:

The warranty covers the parts of the products which may be defective due to the quality of the materials or workmanship, under normal use and proper maintenance, incurred during the Term of this Agreement.

The Covered Equipment part will be replaced with a part of equal or similar features and functionality. Warranty is provided only to the first original owner of the Product, where it is originally installed and is not transferable to the subsequent owners.

Warranty Exclusions:

This warranty does not cover and DEPLUS will not be responsible for:

1. For equipment that is not installed by a Licensed HVAC Installing Contractor and in accordance with applicable codes, ordinances and good trade practices.
2. For equipment installed outside of United States.
3. For equipment not installed according to manufacturer's guidelines.
4. For equipment that has been removed from the original site of installation and reinstalled at another location.
5. For equipment maintenance.
6. Shipping or handling damage.

7. If registration information cannot be verified (i.e., invalid license number or wrong information provided).
8. Regarding Damages or repairs required as a consequence of faulty installation or repairs needed as a consequence of any misapplication, abuse, improper servicing, unauthorized alteration, or improper operation.
9. Regarding damages or repairs arising from any external perils, out of DEPLUS's control, acts of nature such as fires, storms, accidents, floods, broken or frozen water pipes, electrical surges, input power with under or overvoltage, lightning, or existence of corrosive substances nearby.
10. Regarding damages or repairs arising from use of non-compatible parts, third-party components, alterations, modifications, or improper applications.
11. Regarding improper service or poor maintenance of the equipment, such as cleaning of all air filters, heat exchangers, fans, and blowers, in addition to any necessary lubrication of internal components and maintenance of external accessories.
12. Regarding any damage caused by the use of dirty, recycled, or wrong type of refrigerants and lubricants.
13. Regarding damage due to moisture, air, dust, sand, dirt, etc., that have been allowed into the system.
14. Regarding damage caused by continuing use of the product after a Malfunction.
15. Regarding damages or performance issues due to improper matching, product selection, under-sizing, over-sizing, improper installation, or misuse.
16. Regarding loss or replacement of refrigerant, lubricant, or oil.
17. Labor cost or expenses for service for removing or reinstalling parts, including without limitation all labor or service charges relating to a Breakdown.
18. Accessories such as line sets, and so forth are not covered.
19. Shipping costs from Manufacturer's factory to the Manufacturer's distributor and from the distributor to the location of Your Covered Equipment.
20. For Warranty support, an installation invoice should be provided.

INTERNET SALES POLICY

DEPLUS does not warranty any products or parts sold through the Internet by a non-authorized DEPLUS wholesale distributor.

Remaining Warranty:

Any part, component or product that is replaced under the terms of the Warranty, will be covered under the same Warranty for the duration in which the original Warranty for the product is applicable.

Warranty Procedure:

DEPLUS will furnish a new or refurbished part, for the replacement of any part that has been determined to have failed, by DEPLUS at its sole discretion, due to defects in its materials or workmanship under standard use and proper maintenance. The payment of the shipping costs for the part will be the sole responsibility of the owner of the product. DEPLUS reserves the right to ask the owner of the product to return the failed part before or after a replacement part is sent out. The product owner or technician should contact DEPLUS Technical Support at (888)DEPLUS-8, Monday to Friday from 8 AM to 5 PM Eastern Time, while the technician is on site, servicing the unit. The product may or may not display error codes. The technician should be on site while troubleshooting with the DEPLUS Technical Support Agent so he or she can address symptoms observed, specific electrical and mechanical measurements, and other detailed information that may be required for

proper diagnosis. While technicians may refer to DEPLUS's website for helpful information, such as manuals, the technician will need to troubleshoot with the DEPLUS Technical Support Agent for Warranty purposes.

DEPLUS is not able to remotely diagnose a product and or offer remedies, without proper diagnosis results.

When contacting Technical Support, the following forms and information need to be provided:

- The Serial Number of the unit.
- The product purchase invoice and an installation invoice from a licensed HVAC technician.
- The case number (if applicable) was provided during the previous DEPLUS Technical Support call(s).
- DEPLUS may ask for photos, videos, and other diagnostic information it deems necessary prior to processing the Warranty claim.

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.

Refrigerant:

Any costs related to charging, recharging, adjustment, or removal of 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. DEPLUS 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 loss occurring at any time afterward.

Transferability:

This Agreement is not assignable or transferable and nonrenewable.

Pursuing legal remedies:

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

1. This arbitration clause affects your rights against DEPLUS 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 REQUIREMENT: 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 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 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.

Cancellation:

The owner may cancel this Agreement for any reason at any time by contacting the DEPLUS Administrator.

DEPLUS may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You.