



## ADP Limited Warranty

(Applies only to product installed within the United States or Canada)

**Term of Standard Warranty:** Advanced Distributor Products (ADP) warrants that products sold shall be of merchantable quality, free of defects in material and workmanship, under normal use and service, for a period provided below based on the product type:

- Evaporator Coil - five (5) years from date of installation, **not** to exceed six (6) years from the date of manufacture.
- Air Handler - five (5) years from date of installation, **not** to exceed six (6) years from the date of manufacture.
- Unit Heater - two (2) years from date of installation, **not** to exceed three (3) years from the date of manufacture.
- Purchased parts and accessories - one (1) year from date of installation.
- Air Handler non-residential - one (1) year from date of installation, **not** to exceed two (2) years from the date of manufacture

**Terms of Extended Warranty:** An extended warranty applies to Evaporator Coils and Air Handlers only under the following conditions:

- The unit model number **is covered** by an extended warranty promotion.
- The unit serial number is **registered** on-line at [www.adpwarranty.com](http://www.adpwarranty.com).<sup>1</sup>
- The unit is installed in an owner occupied **single-family residence**.
- The unit is properly registered **within 90 days** after the original installation date. In the case of newly constructed homes, the original installation date is the date the homeowner purchased the home from the builder (proof of original installation date may be required).
- The extended warranty applies only to the **homeowner** who purchased the product and is non-transferable.

If the above conditions are met, then the covered evaporator coil or air handler is warranted by ADP for a total of ten (10) years from the date of installation (standard 5 year limited warranty plus an additional 5 year extended limited warranty), not to exceed twelve (12) years from the date of manufacture.

**Unit Heater Extended Components:** This warranty provides extended coverage on Aluminized Heat Exchangers for ***ten (10) years*** and Stainless Steel Heat Exchangers for ***fifteen (15) years***. The extended warranty coverage begins with the installation date and represents the total warranty period for the specific component. ADP, at its option, will furnish a replacement heat exchanger or allow a credit (in an amount no more than the original selling price of the heat exchanger) toward the purchase of a new ADP unit heater. ***No extended coverage*** granted for ***HED series*** heat exchangers.

**Warranty Procedure:** Warranty parts should be replaced by a qualified local contractor or dealer and will require the following information: The current homeowner's name, registration number, model number, serial number, date of installation and an accurate description of the problem. Contractor or dealer will contact a local ADP distributor for replacement parts.

**Replacement Parts:** If, during the term of this warranty, a warranted part fails, ADP will either provide a replacement part free of charge, or may at its option, grant a credit for the original purchase price of the defective article to a distributor of ADP products. ADP may require the return of a defective article for factory inspection to verify and/or determine the root cause of the failure. Covered components include all parts of this unit except for the following ***excluded components***, which are not covered by this warranty: cabinet, cabinet pieces, wiring and wiring harnesses.

**Care of Equipment:** For this warranty to apply, ADP product must be properly installed, operated, and maintained in accordance with the installation, operation and maintenance instructions provided with each unit. Unauthorized alteration of ADP product may void this warranty.

**Conditions of Warranty:** Replacement parts furnished under this warranty will be warranted for the balance of the original warranty term of the unit (including any extended warranty) and will not serve to extend the original term. Warranty claim information must be submitted to ADP no later than 90 days after part failure date. This

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<sup>1</sup> Excludes residents of states or provinces where registration requirements are prohibited. Residents of those states and provinces may either register as noted above or provide proof of when the unit was purchased and installed, such as an original invoice from a contractor with the homeowner's name, address, purchase date, serial and model number.

warranty is void if the ADP product is removed from the original installation site. This warranty does not apply to damage caused by shipping, misuse, mishandling or damage caused by, but not limited to, floods, winds, fires, lightning, or exposure to corrosive elements/environments (such as salt, chlorine, fluorine or other damaging chemicals).

**Limitations of Warranty:** The costs of refrigerant, refrigerant reclamation, miscellaneous material and labor charges for diagnostics, servicing or replacing parts are not covered by this warranty. ADP shall have no liability for expenses incurred for repairs without prior, written authorization from ADP. No purchaser, distributor, dealer, representative, agent, person, firm or corporation has authority to alter, add to or modify this warranty, either orally or in writing. This Limited Warranty does not apply to, nor is any warranty offered by ADP for, any equipment or components ordered over the internet, by telephone or other electronic means, unless the dealer or licensed HVAC installer selling the Equipment or components over the internet, by telephone or other electronic means, is also the installing contractor. This limited warranty does not cover units that do not meet and/or are installed in violation of any state or Federal laws, regional government standards or other government requirements.

**No Other Warranties:** ADP makes no warranty, express or implied, of fitness for any particular purpose, or of any other nature whatsoever, with respect to products manufactured or sold by ADP hereunder, except as specifically set forth above and on the face hereof. Any implied warranty of merchantability or fitness for a particular purpose on this product is limited in duration to the duration of this warranty. Some states and provinces do not allow limitations on how an implied warranty lasts, so the above limitation may not apply to you. It is expressly understood and agreed that ADP shall not be liable to buyer, or any customer of buyer, for direct or indirect, special, incidental, consequential or penal damages, or for any expenses incurred by reason of the use or misuse by buyer or third parties of said products. To the extent said products may be considered "consumer products", as defined in Sec. 101 of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, ADP makes no warranty of any kind, express or implied, to "consumers," except as specifically set forth above on the face hereof. The foregoing is in lieu of all other warranties, express or implied, notwithstanding the provisions of the Uniform Commercial Code, the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act, or any other statutory or common law, federal or state.

## DISPUTE RESOLUTION

NOTE - Please read this section carefully as it affects your rights and the resolution of Disputes.

**1 - Contact ADP:** Please report any Dispute (defined in items 1 and 2 on page 4) to:

Advanced Distributor Products  
ATTN: Warranty Dept - Warranty Dispute  
1995 Air Industrial Park Rd.  
Grenada, MS 38901

**2 - Mandatory Arbitration: Both the Owner and ADP agree that all Disputes must be resolved exclusively through final and binding arbitration, and not by a court or jury; however, Owner or ADP may assert claims in small claims court if (i) the claims qualify for small claims court, (ii) the matter remains in small claims court, and (iii) the matter proceeds only on an individual (not a class or representative) basis.** Both the Owner and ADP waive the right to a trial by jury and any right to have a Dispute heard in court. Instead, all Disputes must be resolved in arbitration by a neutral third-party arbitrator. In arbitration, Disputes are resolved by an arbitrator instead of a judge or jury; discovery is more limited than in court and the arbitrator's decision is subject to limited review by courts. However, the arbitrator must follow the law and can award the same damages as in court, including monetary damages, injunctive relief, declaratory relief and other relief. The arbitrator's award can be confirmed in any court of competent jurisdiction.

A single arbitrator, with the American Arbitration Association ("AAA"), will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of Owner's residence or other mutually agreed location. For claims of \$50,000 or less, the AAA's Supplementary Procedures for consumer-related Disputes will apply. For claims over \$50,000, the AAA's Commercial Arbitration Rules will apply. If either set of rules is not available, the AAA rules applicable to consumer Disputes apply. The AAA's rules and a form initiating arbitration proceedings are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

This arbitration provision is subject to the Federal Arbitration Act ("FAA"), which governs its interpretation and enforcement. To the extent the FAA does not apply to any Dispute, the laws of the State of Texas, without regard to principles of conflicts of law, will apply. The arbitrator will decide all issues of interpretation and application of this "Dispute Resolution" section, the arbitration provision and the Limited Warranty, with the

exception of deciding whether the Arbitration Class Action Waiver in Paragraph 2a is valid or enforceable. A court will resolve any question regarding the validity or enforceability of Paragraph 2a. This Dispute Resolution section will survive termination of this Limited Warranty. The requirement to arbitrate will be broadly interpreted.

**a - Arbitration Class Action Waiver:** The Owner and ADP agree that arbitration will proceed solely on an individual basis and no Dispute will be arbitrated as a class action, consolidated with the claims of any other party, or arbitrated on a consolidated, representative or private attorney general basis. Unless the Owner and ADP agree otherwise in writing, the arbitrator's authority to resolve and make awards is limited to Disputes between Owner and ADP. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between ADP and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. A court, not the arbitrator, will decide any questions regarding the enforceability of this Paragraph 2a. If a court deems any portion of this Paragraph 2a invalid or unenforceable, the entire arbitration provision in Paragraph 2 (other than this sentence) will be null and void and not apply.

**b - Agency Proceedings:** This arbitration agreement does not preclude the either party from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against the offending party on the aggrieved party's behalf.

**c - Fees and Costs:** If the Owner's total damage claims in an arbitration are \$25,000 or less, not including the Owner's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Owner prevails, award the Owner's reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant ADP its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Owner's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, ADP will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Owner must submit any request for payment of Arbitration Costs to the AAA at the same time the Owner submits its Demand for Arbitration. However, if the Owner wants ADP to advance the Arbitration Costs for a Small Arbitration Claim before filing, ADP will do so at the Owner's written request, which must be sent to ADP at the address in paragraph 1. In a Small Arbitration Claim case, ADP agrees that the Owner may choose to have the arbitration carried out based only on documents submitted to the arbitrator or by a telephonic hearing unless the arbitrator requires an in-person hearing. If the Owner's total damage claim in an arbitration exceeds \$25,000, not including the Owner's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Owner and ADP (such fees and costs being separate from Arbitration Costs). In a Large Arbitration Claim case, if the Owner is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, ADP will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

**d - OPT-OUT: BOTH AN ORIGINAL AND SUBSEQUENT OWNER MAY OPT-OUT OF ARBITRATION BY PROVIDING WRITTEN NOTICE (THE "OPT-OUT NOTICE") TO ADP** that is post-marked no later than 30 calendar days after the Owner's purchase of the equipment (in the case of the original owner) or purchase of the premises at which the equipment was originally installed (in the case of a subsequent owner).

The Opt-Out Notice must be mailed to ADP at:

Advanced Distributor Products  
ATTN: Warranty Dept - Warranty Dispute  
1995 Air Industrial Park Rd.  
Grenada, MS 38901

The Opt-Out Notice must state (i) the Owner's name and address, (ii) the date that the Owner purchased the equipment (if the original owner) or the premises where the equipment was originally installed (in the case of a subsequent owner), (iii) the equipment's model name and number, (iv) the equipment serial number (which can be found on the unit nameplate), and (v) that that the Owner elects to opt out of arbitration. The Owner must sign the Opt-Out Notice personally and not through another person or entity, and the Opt-Out Notice will apply only to the person or entity that signs it. Neither the Owner nor any other person or entity can opt out of arbitration on behalf of anyone else. Providing a timely Opt-Out Notice is the only way to opt out of arbitration. Opting out of arbitration will not affect the Limited Warranty, and the Owner will continue to enjoy the benefits of the Limited Warranty if the Owner opts out of arbitration. **Any Opt-Out Notice received after the opt-out deadline will not be valid.**

**3 - Non-Arbitration Class Action and Jury Waiver:** If for any reason any Dispute proceeds in court rather than arbitration, the Owner and ADP waive any right to a jury trial, the Dispute will proceed solely on an individual, non-class, non-representative basis and neither the Owner nor ADP may be a class representative or class member or otherwise participate in any class, consolidated, private attorney general or representative proceeding.

**4 - Severability:** The Owner and ADP agree that, with the exception of any of the provisions in paragraph 2(a) ("Arbitration Class Action Waiver"), if an arbitrator or court decides that any part of this Dispute Resolution section is invalid or unenforceable, the other parts of this Dispute Resolution section shall still apply. If paragraph 2(a) is found to be invalid or unenforceable thereby rendering all of paragraph 2 of the Dispute Resolution section null and void, paragraph 3 of that section shall survive and remain in full force and effect.

**DEFINITIONS**

In addition to the terms defined above, the following definitions will apply to this Limited Warranty:

1 - The terms "Dispute" and "Disputes" will be broadly interpreted to include any claims, disagreements or controversies that the Owner and ADP had, have or may have against each other, whether based in contract or tort or on a statute or regulation or any other legal theory, including, without limitation, all claims, disagreements or controversies related in any way to or arising in any way out of:

- a) The equipment and components covered by this Limited Warranty;
- b) Any other ADP equipment, component or service;
- c) Any ADP advertising, representation or marketing;
- d) Any contract, warranty, or other agreement the Owner had or has with ADP;
- e) Any ADP billing or other policy or practice;
- f) Any action or inaction by any ADP officer, director, employee, agent, or other representative relating to any ADP equipment, component, marketing, representation or service;
- g) Any claims the Owner brings against a third party (such as a distributor, dealer or repair service) that are based on, relate to or in any way arise out of any ADP equipment, component, marketing, representation or service;
- h) Any claims ADP brings against the Owner; and
- i) Any aspect of the relationship between the Owner and ADP.

2 - "Dispute" and "Disputes" includes claims, disagreements or controversies that arose at any time, including before this Limited Warranty became operative and after this Limited Warranty is terminated.

3 - "ADP" refers to Advanced Distributor Products, LLC as well as it's parents, affiliated companies, related companies, subsidiaries, divisions, departments, business units, representatives, predecessors in interest, successors, and assigns.

4 - "Limited Warranty" refers to this document.

5 - "Owner" refers to (i) the person or entity that originally purchased the Equipment from a licensed professional HVAC contractor and (ii) during the Warranty Period, the owner(s) and subsequent owner(s) of the premises where the Equipment is originally installed.

**EQUIPMENT INFORMATION**

**NOTE TO CUSTOMER:** Please complete information below and retain this warranty for records and future reference.

Unit Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Installing Contractor: \_\_\_\_\_

Installation Date: \_\_\_\_\_ Phone: \_\_\_\_\_

