

## **HotSpot Energy, Inc. Air Conditioner Limited Warranty**

Applies to HotSpot Energy ACDC12C, ACDC18C and HotSpot Energy DC48 branded products purchased direct from HotSpot Energy or from an authorized HotSpot Energy Dealer. Also includes model SHP48 purchased on or after 1-1-2015.

HotSpot Energy, Inc. (HSE) warrants to the original end-user customer that the HSE products will be free from defects in material and workmanship for the duration described herein. HSE does not warrant that the operation of any product will be uninterrupted or error free or that the equipment is suitable for any particular application. HSE's limited warranty covers only those defects that arise as a result of normal use of the product when installed by a qualified installer and does not cover any other problems, including those that arise as a result of: (i) improper installation, use, maintenance or modification; (ii) parts or supplies not provided or supported by HSE; (iii) operation outside the product's specifications; or (iv) unauthorized modification, repair, or misuse; (v) water or air quality problems; (vi) relocation or re-installation of the product after original installation. An improper installation includes failure to comply with our instructions, relevant law, codes, industry best-practices and specified procedures/specifications of the relevant industry or regulatory bodies, for example, compliance with ASHREA, AHRI, BOCA, the US National Electric Code, local codes, etc., as applicable to the installation.

### **Limited Warranty Period**

The Limited Warranty Period for HSE air conditioner models ACDC12/18 and DC48 is one year on all parts, and three years on the compressor. Also includes model SHP48 purchased on or after 1-1-2015. The warranty period begins upon the date purchased by the end user, or 12 months after the date of original manufacture, whichever occurs first.

If HSE receives, during the applicable warranty period, notice of a defect in any product which is covered by HSE's warranty, HSE shall either repair or replace the product, or provide an equivalent new or reconditioned product, at HSE's option. If HSE is unable to repair or replace, as applicable, a defective product which is covered by HSE's warranty, HSE shall, within a reasonable time after being notified of the defect, refund the purchase price of the product less a reasonable deduction for damage or wear. HSE shall have no obligation to repair, replace or refund until the customer returns the defective product to HSE for a determination of the problem and/or Warranty coverage. Any replacement product may be either new, removed from another system, or repaired, etc. provided that it has functionality at least equal to that of the product being replaced. Any defective claim product must be returned to HSE for examination to determine if the product is defective or if failure is the result or misuse, improper installation or maintenance etc. HSE's determination will be final.

HSE Limited Warranty covers only products manufactured by HSE. Other products provided by HSE carry their own respective warranties or guarantees. HSE generally handles warranty claims on behalf of its 3rd party manufacturers, but is not obligated to do so. HSE warrants its hardware only for repair or replacement. In no event shall HSE be liable for costs of repairs, labor, installation, or shipping costs related to a warranty claim.

### **Limitations of Warranty**

TO THE EXTENT ALLOWED BY LOCAL LAW, HOTSPOT ENERGY, INC MAKES NO OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitations of Liability**

To the extent allowed by US local law, the remedies provided in this Limited Warranty are the customer's sole and exclusive remedies. TO THE EXTENT ALLOWED BY LOCAL LAW, IN NO EVENT SHALL HSE BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Local Law**

This Limited Warranty gives the customer specific legal rights. The customer may also have other rights which vary from state to state. International warranty claims are subject exclusively to Virginia, USA law. To the extent that this Limited Warranty is inconsistent with US local law, the inconsistent parts of the Limited Warranty shall be subject to such local law. Under such local law, certain disclaimers and limitations of this Warranty may not apply to the customer. For example, some states in the United States may: (i) preclude the disclaimers and limitations in this Limited Warranty statement from limiting the statutory rights of a consumer; (ii) otherwise restrict the ability of a manufacturer to enforce such disclaimers or limitations; or (iii) grant the customer additional warranty rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or allow limitations on the duration of implied warranties.

[www.hotspotenergy.com](http://www.hotspotenergy.com)

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