

RH-Cube 18 LIMITED WARRANTY

Who Is Providing The Warranty?

This warranty is provided by DewAir Corporation ("DewAir"), which warrants all parts of this unit, as described below.

Who Does This Warranty Cover?

This warranty only covers the original owner ("Owner") of the unit as of the installation date (as defined below). Some states and provinces do not allow limitation of warranty coverage to owner.

Is Registration Required?

Registration is required to obtain warranty coverage. As part of the registration process it is essential that the installer fill in calibration data that installer provide information about the amount of coolant used. To register on line go to www.dewaircorp.com.

What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units not installed by a licensed installer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Units that are installed outside the United States, its territories, or Canada.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

This warranty is in lieu of all other express warranties. Any implied warranties by DewAir, including but not limited to warranties of merchantability and fitness for particular purpose, are limited to the duration of this warranty. No affiliate of DewAir provides any express or implied warranty, including but not limited to warranties of merchantability and fitness for particular purpose, on this unit.

What Problems Does This Warranty Not Cover?

DewAir is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond DewAir's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.

- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the unit to start due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

When Does Warranty Coverage Begin?

Warranty coverage begins on the installation date. If the installation date cannot be verified, then the installation date defaults to three months after the manufacture date as determined by the unit's serial number.

How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 5 YEARS for the compressor, and up to 1 year for all other parts. The warranty period ceases if the unit is removed from the location where it was originally installed.

The replacement of a part under this warranty does not extend the warranty period. In other words, DewAir warrants a replacement part only for the period remaining.

What Will DewAir Do To Correct Problems?

DewAir will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement part is DewAir's only responsibility under this warranty and the furnishing of the replacement part is the owner's only remedy.

The owner agrees that these remedies are the owner's exclusive remedies for breach of all warranties, express or implied.

Items not covered under this Warranty

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This Warranty does not cover:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.
- Refrigerant.

Whether any claim is based on negligence or other

Tort, breach of warranty or other breach of contract, or any other theory, neither DewAir nor any of its affiliates shall in any event be liable for incidental or consequential damages, including but not limited to lost profits, loss of use of a unit, extra utility expenses, or damages to property.

How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact a licensed contractor. To receive a replacement part, a licensed contractor must bring the defective part to a DewAir heating and air conditioning products distributor.

For more information about the warranty, consult DewAir's website (www.dewaircorp.com).

ARBITRATION CLAUSE

This arbitration clause affects your rights against DewAir and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.

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 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.

Arbitration will be 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. You and we also waive any right to class arbitration or any consolidation of individual arbitrations.

Governing Law: The procedures and effect of the arbitration will be governed by the applicable arbitration law of the province of Ontario Canada.

Rules of the 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 ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). If ADR Institute of Canada rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.

Location of the Arbitration Hearing: Unless applicable law provides otherwise, the arbitration hearing will be conducted in the province in the province of Ontario, Canada.

Costs of the Arbitration: Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Where permissible by law, you may be required to reimburse DewAir for the 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).

SEVERABILITY

In the event that any of the provisions of this Warranty are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Warranty.