

LIMITED WARRANTY

Breeze33 Products LLC (Breeze33®) warrants to the ORIGINAL PURCHASER and subsequent owners, that it's equipment shall be free from defects in material and workmanship under normal use and service pending the unit remains in its original installation location. Should your Breeze33 equipment prove to be defective in material or workmanship under normal use during the durations outlined below, effective from the original purchase date, Breeze33 will replace defective parts or unit(s). All warranty claims are subject to Breeze33 inspection of the product and installation prior to release of replacement parts or unit(s). All claims must be validated and approved by an authorized Breeze33 representative. Product registration and installation by a licensed contractor is required.

PARTS

If any part supplied by Breeze33 fails due to defects in material or workmanship within the first ten (10) years (120 months) of purchase date by the ORIGINAL PURCHASER or Subsequent owner, Breeze33 will replace the defective part or at Breeze33 sole discretion, offset and apply the wholesale value of the part towards the wholesale value of a new unit, in the event the original purchaser or subsequent owner chooses to purchase a new unit during the warranty period, being the same size, function, and efficiency match to the original installation.

COMPRESSOR

For original purchasers, Breeze33 compressors shall carry a limited lifetime warranty. If the compressor supplied by Breeze33 fails due to defects in material or workmanship, Breeze33 will replace the defective compressor. For all subsequent owners, the compressor warranty shall be fifteen (15) years (180 months). All compressor warranty claims are subject to inspection by an authorized Breeze33 representative. Breeze33 will replace the compressor or at Breeze33 sole discretion, offset and apply the wholesale value of the part towards the wholesale value of a new unit, in the event the original purchaser or subsequent owner chooses to purchase a new unit during the warranty period, being the same size, function, and efficiency match to the original installation.

HEAT EXCHANGER

For original purchasers, Breeze33 heat exchangers shall carry limited lifetime warranty. If the heat exchanger supplied by Breeze33 fails due to defects in material or workmanship, Breeze33 will replace the defective parts, or the unit. For all subsequent owners, the heat exchanger warranty shall be fifteen (15) years (180 months). All heat exchanger warranty claims are subject to inspection by an authorized Breeze33 representative. Breeze33 will replace the heat exchanger or at Breeze33 sole discretion, or at Breeze33 sole discretion, offset and apply the wholesale value of the part towards the wholesale value of a new unit, in the event the original purchaser or subsequent owner chooses to purchase a new unit during the warranty period, being the same size, function, and efficiency match to the original installation.

COILS

For original purchasers, Breeze33 multi position cased coils (Piston & TXV) shall carry a ten (10) year (120 month) warranty. If the coil supplied by Breeze33 fails due to defects in material or workmanship, Breeze33 will replace the defective parts, or the unit as further outlined. For all subsequent owners, the coil warranty shall also be 10 years or 120 months. All coil warranty claims are subject to inspection by an authorized Breeze33 representative. Breeze33 will replace the coil or at Breeze33 sole discretion, offset and apply the wholesale value of the part towards the wholesale value of a new unit, in the event the original purchaser or subsequent owner chooses to purchase a new unit during the warranty period, being the same size, function, and efficiency match to the original installation.

NON-RESIDENTAL APPLICATION

If the product supplied by Breeze33® installed in a "NON-Residential Application", fails due to defects in material or workmanship, the warranty shall refer to standard clauses and practice as listed throughout this document. "NON-Residential Application" refers to Product installed in any location other than homes (single or multi-family), apartments, duplexes, or condominiums used solely for personal, household, or family use.

REPLACEMENT WARRANTY

All Breeze33 parts and units are covered under the remainder of the original warranty period. For example, if a furnace component (pressure switch) with a ten (10) year warranty fails due to defects in materials or workmanship after six (6) years, the replacement unit will only be covered for the remaining four (4) years of the original ten (10) year warranty from the original installation & product registration date.

WHAT IS NOT COVERED?

This Limited Warranty applies only to Breeze33 Products that are installed by licensed contractors who are licensed for installation under applicable local and state laws (a "Licensed Contractor"), and where installation and operation of the Product are completed in strict compliance with (A) all applicable building codes, ordinances, regulations and permits; (B) Breeze33's installation, operation, and maintenance instructions; and (C) good trade practices (each of the foregoing, the "Warranty Conditions"). Breeze33, at its discretion, may request the equipment's preventative maintenance log, including proof of detailed inspection, start-up sheet, technical meter readings, refrigerant information, combustion analytics, coil & heat exchanger cleaning, filter replacement, etc. In the event the Product is not installed by a Licensed Contractor and in strict compliance with each of the Warranty Conditions, this Limited Warranty, and Breeze33's obligations arising hereunder, shall be deemed null and void.

This Limited Warranty does not cover and Breeze33 is not liable for, (i) installation charges and/or costs related to the defective Products and/or parts that occur outside of the labor required for warranty covered repair or replacement including shipping, delivery or freight charges; (ii) any labor charges and/or costs related to the defective Products and/or parts including removal charges and required permit fees; (iii) Products which have been damaged as a result of any accident, misuse, abuse, neglect, improper installation or maintenance, modification, failure to use the appliance in accordance with the instructions provided by Breeze33, the use of abrasive or organic solvent cleaners, flood/water damage; (iv) failure to use the Product in accordance with the instructions provided by Breeze33; (vi) Products not installed by a Licensed Contractor; (vii) Products not installed in strict compliance with the Warranty Conditions; and/or (viii) Products for which the Breeze33 Registration have not been completed on or before the Registration Deadline.

PRODUCT REGISTRATION

This Limited Product Warranty, and Breeze33's obligations arising pursuant to this Limited Warranty are expressly conditioned upon the Product being registered with Breeze33 (the "Breeze33 Registration") within the earlier of (i) thirty (30) days following date the equipment is first installed by a licensed contractor; or (ii) forty-five (45) days from the date of purchase (the "Registration Deadline"). In the event the Breeze33 Registration is not completed on or before the Registration Deadline, this Limited Warranty shall become null and void and of no further force and effect. Product can be registered online:



HOW TO OBTAIN WARRANTY SERVICE

Complete the Warranty Claim Form to report the incident or contact our Warranty Department at breeze33.com.



Return failed Product with proof of purchase, your name, and address within thirty (30) days of failure to:

Breeze33 Products LLC ATTN: 33Brands Quality Team 5700 Lee Road South Maple Heights, OH 44137

LIMITATION OF LIABILITY

Breeze33®'s liability on any claim of any kind, including, without limitation, warranty, negligence and/or breach of contract, shall in no case exceed the purchase price paid by the Customer. IN NO EVENT SHALL BREEZE33 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY) OR PUNITIVE DAMAGES, DAMAGES IN THE NATURE OF PENALTIES OR SIMILAR OR RELATED DAMAGES OF ANY KIND.

DISCLAIMER OF WARRANTIES

BREEZE33 EXPRESSLY DISCLAIMS ALL WARRANTIES, EXCEPT AS EXPLICITLY STATED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THIS DISCLAIMER INCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS MADE OR IMPLIED BY ANY AGENT, EMPLOYEE, SUBCONTRACTOR, MANAGER, DIRECTOR AND/OR REPRESENTATIVE OF BREEZE33.