



# **Limited Warranty Statement**

- Al Air Conditioning Corp.

#### MODELS COVERED UNDER THIS WARRANTY:

MSGNS\*\*, MO1BS\*\*, MSEES\*\*, MO1ES\*\*, MSEHU\*\*, MO1HS\*\*, MSEEU\*\*, MO1SS\*\*, MO\*EX\*\*, MO\*HX\*\*, MFAHU\*\*, MCAHU\*\*, MCDHU\*\*, MFBHU\*\*, MDLHU\*\*, MDHHU\*\*, MACHU\*\*, MO1BU\*\*, MO1HU\*\*, MCDHS\*\*, MFBHS\*\*, MDHHS\*\*, MASHS\*\*, MO1BE\*\*, MO1HE\*\*, MO1SE\*\*, MAUHE\*\*, MAUSE\*\*, MAAHE\*\*, MAWHE\*\*, MAPHE\*\*

This is a **Limited Warranty** provided by Al Air Conditioning Corp. ("AIAC") to the original end-user consumer ("Purchaser") of the **Midea Split Systems** (original outdoor unit(s) and its respective original indoor unit(s) hereon referred to as "The System") purchased on or after **Jan 1, 2025** from **AIAC authorized distributors/contractors** and installed by a licensed HVAC contractor in the continental United States, Alaska and Hawaii.

#### 1. STANDARD LIMITED WARRANTY

AIAC warrants for the time periods set forth below that the System will be free of defects in material and/or workmanship, subject to the conditions stated below:

- A. The System is registered **ONLINE** within 60 days from the date of installation, or, in the case of a newly constructed home, within 60 days of the transfer of title.
- B. The System is installed by a licensed HVAC contractor.

**PARTS** – For a period of **five (5) years,** beginning on the date of installation, AIAC will replace defective parts free of charge. Replacement parts will be warranted for the remainder of the original 5-year warranty period. The replacement parts may be of like kind and quality and may be new or remanufactured. Defective parts must be made available to AIAC in exchange for the replacement parts and become property of AIAC. Further information may needed as verification, such as installer's invoice or proof of purchase,

**COMPRESSORS** – For a period of **seven (7) years**, beginning on the date of installation, AIAC will replace the defective compressors free of charge. Replacement compressors will be warranted for the remainder of the original 7-year warranty period. Replacement compressors may be of like kind and quality and may be new or remanufactured. Defective compressors must be made available to AIAC in exchange for the replacement compressors and become property of AIAC. Further information may needed as verification, such as installer's invoice or proof of purchase,

# 1.1. EXTENDED LIMITED WARRANTY

The Standard Limited Warranty covering parts and the compressors will be extended to a period of **ten (10) years** to the Purchaser if the following conditions are met:

- A. The System is registered **ONLINE** within 60 days from the date of installation, or, in the case of a newly constructed home, within 60 days of the transfer of title.
- B. The System is installed in a residential single-family home, where the original owner resides.
- C. The System is installed by an AIAC certified contractor.

The replacement parts and/or compressors are warranted for the remainder of the original 10-year warranty period. Replacement parts and/or compressors may be of like kind and quality and may be new or remanufactured. Defective parts and/or compressors must be made available to AIAC in exchange for replacement parts and/or compressors and become the property of AIAC.

#### 2. THESE LIMITED WARRANTIES DO NOT INCLUDE LABOR

None of the warranties listed above covers labor warranty, or any other costs associated with service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping or handling, or replacement of the System, compressors or any other parts. For items that are designed to be maintained or replaced by the original owner, the original owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the System and parts (such as filters or belts) in connection with owner-required maintenance. Air filter cleaning and/or replacement for each applicable indoor unit are owner-required maintenance, and labor for this procedure is not covered under warranty. Please consult the applicable technical documentation for air filter cleaning and other maintenance procedures.

## 3. PROPER INSTALLATION

This Limited Warranty applies only to Systems that are installed by contractors who are licensed for HVAC installation under applicable local and state law (Licensed Contractor), and who install the System in accordance with:

- A. All applicable building codes and permits
- B. Midea's installation and operation instructions
- C. Good trade practices.

#### 4. REGISTRATION

To receive certain benefits under this Limited Warranty, as set forth in more detail above, the product must be registered within 60 days of installation. To register, the original owner may register the product online at <a href="https://www.mideacomfort.us">www.mideacomfort.us</a>. Residents of California or Quebec need not register the product to receive warranty benefits, but are encouraged to do so.

# 5. TERMS OF WARRANTY

**BEFORE REQUESTING SERVICE** please review the user instructions and technical documentation for your System to confirm that the electric power is supplied and user controls are properly adjusted.

# 6. TO OBTAIN WARRANTY PARTS SERVICE

- A. contact the contractor who installed the System, or find an AIAC authorized distributor (by calling 1-718-668-5056 or by emailing service@aiglobalenterprise.com) within the applicable Limited Warranty period.
- B. Proof of the installation date by a licensed contractor is required when requesting warranty service. Present the sales receipt, building permit or other document which establishes proof and date of installation. In the absence of acceptable proof, this Limited Warranty shall be deemed to begin one hundred twenty (120) days after the date of manufacture stamped on the System.
- C. This Limited Warranty applies only to Systems purchased on or after Jan 1, 2025, only while the System remains at the site of the original installation, and only to locations within the continental United States, Alaska and Hawaii.
- D. This Limited Warranty shall not be modified or amended by, and no obligation or liability shall arise out of, AIAC providing, directly or indirectly, any technical advice, information and/or service to the Purchaser in connection with the System.

### 7. THESE LIMITED WARRANTIES DO NOT COVER:

- A. Any System **NOT** purchased from AIAC authorized distributors/contractors.
- B. A System not installed, serviced, maintained or operated in accordance with instructions and guidelines set forth in the installation, operation, maintenance, software or engineering publications made available by AIAC.
- C. A System not installed or serviced in accordance with local and state law, applicable building codes and permits.
- D. A System that had a serial number or any part(s) thereof altered, defaced or removed in any way.
- E. Any and all shipping or freight charges or damages arising from transportation of parts covered by the Limited Warranty.
- F. Damage and/or failure caused by fire, water, wind, floods, lightning, impact damage from projectiles, earthquake, theft, riot, vandalism, rodents, vermin, insects, animal or pest related issues, force majeure, acts of war, or any and all acts of God.
- G. Damage and/or failure caused by power surge, interruptions of electrical power, faulty power supply, improper wiring or installation or fluctuations in electrical power.
- H. Damage and/or failure caused by misuse, neglect, improper adjustment of user controls, modification and/or alteration of the System or any component thereof, improper sizing or design, or incorporation with other products.
- I. System used in any manner contrary to the Operation Manual.
- J. physical abuse to or misuse of the System (including failure to perform any maintenance as described in the Operation manual such as air filter cleaning, or any System damaged by excessive physical or electrical stress.
- K. Damage and/or failure caused by locating or exposing the System to extreme weather or environmental conditions (outside the recommended installation requirements as stated in the Midea installation manual), corrosive chemical vapors and/or liquids including, but not limited to: salt air or spray, chlorinated water or vapor (such as in an enclosed pool area), fluorine vapor, formaldehyde, sulfur or other components of formicary corrosion.
- L. Damage caused by frozen or broken water pipes in the event of equipment failure.

- M. Wear and tear or changes in appearance of the System that do not affect its performance.
- N. Replacement of fuses and replacement or resetting of circuit breakers.
- O. Damage due to the use of unapproved refrigerant types or use of recycled refrigerant.
- P. System installation or set up, or removal of a System from the location where it was originally installed.
- Q. Any System removed from the location where it was originally installed.
- R. Incorrect matching of product or System.
- S. Any third-party component used to install the Midea product, including but not limited to, pipes, wires, pumps, switches, adaptors, covers, etc.

# 8. THESE LIMITED WARRANTIES ALSO EXCLUDE:

- A. Systems purchased or installed outside the continental United States, Alaska and Hawaii.
- B. Systems purchased or installed prior to Jan 1, 2025.
- C. SERVICE CALLS WHERE NO DEFECT IN THE SYSTEM COVERED UNDER THESE WARRANTIES IS FOUND.
- D. System installation or set-ups.
- E. Adjustment of user controls (Consult the operating instructions for information).
- 9. EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, AIAC MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE SYSTEM. AIAC DISCLAIMS AND EXCLUDES ALL WARRANTIES NOT EXPRESSLY PROVIDED HEREIN AND ALL REMEDIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND OF FITNESS FOR ANY PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY RESPECT OR TO CREATE ANY OTHER OBLIGATION OR LIABILITY FOR AIAC IN CONNECTION WITH THE SYSTEM. AIAC DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, THE INSTALLING CONTRACTOR) IN CONNECTION WITH OR RELATED TO THE SYSTEM.
- 10. UNDER NO CIRCUMSTANCES SHALL AIAC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY RIGHTS, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE SYSTEM, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE SYSTEM WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF AIAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL AIAC'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE SYSTEM WITH RESPECT TO WHICH ANY CLAIM IS MADE.

11. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY.

# 12. DISPUTE RESOLUTION

In the event of any dispute with AIAC, Purchaser agrees to first contact AIAC by phone at 1-718-668-5055, by email at info@aiglobalenterprise.com, or by U.S. Mail at AI Air Conditioning Corp., Attn: Customer Service, 158-15 Union Turnpike, Fresh Meadows, NY 11366, and attempt to resolve the dispute informally by providing the following information: name, address, contact information and the nature of the dispute. In the unlikely event that AIAC is unable to resolve a dispute within 90 days of Purchaser's contacting AIAC, the parties agree to resolve any claim, dispute, or controversy arising out of or in connection with this Limited Warranty (the "Claims") by binding arbitration.

### 13. ARBITRATION

The laws of the State of New York shall govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to this Limited Warranty shall be submitted to confidential arbitration in Queens, New York, under the rules then prevailing of the American Arbitration Association. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration involving any other person or entity subject to this Limited Warranty, whether through class arbitration proceedings or otherwise. Except to the extent prohibited by applicable law, Purchaser agrees she/he will not bring any Claim more than **one** (1) year after the cause of action has accrued. If the arbitrator decides in favor of Purchaser, the award may include Purchaser's costs of arbitration. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

### 14. SEVERABILITY

If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the Limited Warranty.

- 15. RESIDENTS OF CALIFORNIA ARE NOT REQUIRED TO REGISTER THE SYSTEM IN ORDER TO OBTAIN ALL OF THE RIGHTS AND REMEDIES OF REGISTERED ORIGINAL OWNERS UNDER HIS LIMITED WARRANTY.
- 16. THIS LIMITED WARRANTY GIVES THE ORIGINAL OWNER SPECIFIC LEGAL RIGHTS AND THE ORIGINAL OWNER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

# 17. MODIFICATION

No term or condition of this Limited Warranty may be amended or modified except by an instrument in writing executed by the President or Vice President of AIAC. AIAC holds the right to amend the terms and conditions of this Limited Warranty from time to time without notice.

18. THIS LIMITED WARRANTY IS VALID ONLY IN THE CONTINENTAL UNITED STATES, ALASKA AND HAWAII, AND IT IS NOT TRANSFERABLE.

Al Air Conditioning Corp. 158-15 Union Turnpike Fresh Meadows, NY 11366