



## 2020 DOMESTIC AIR CONDITIONER & HEAT PUMP PRODUCTS LIMITED WARRANTY TERMS & CONDITIONS

**DEFINITIONS:** 1) "Product" shall be defined as Model EAC, RAC, RHP, SAC, SHP, PAC, PHP, TAC, THP, WAC and WHP Products manufactured by Bebcos Environmental Controls Corporation (herein after referred to as "Bebco"), which are marked with Bebcos Model and Serial Numbers. 2) Accessories and Equipment shall be considered as additional items or devices purchased from other manufacturers by Bebcos, shipped either integrally or separately from Product for installation by others, including but not limited to alarm lights and horns, gas detectors and other similar items. 3) "Purchaser" shall be defined as the entity that issues a Purchase Order to Bebcos for Product, Accessories and Equipment which may act as or transfer Product to an Integrator or a Client. "Client" shall be defined as the end user who assumes ownership of said items at the final point of installation and use.

**SPECIAL ADVISEMENTS:** Registered Limited Warranty applies if Product is registered by Purchaser or Client within Ninety (90) Days of Product shipment. If Product is not registered within Ninety (90) Days of shipment, Base Limited Warranty terms will apply as specified below. In order to maximize the available benefits under this limited warranty, the Purchaser and Client should read it in its entirety. All parts and services provided for Product covered under this limited warranty must be made with Bebcos furnished or authorized service parts and by Bebcos Technicians or by a Bebcos authorized HVAC service provider.

**WARRANTY CONDITIONS:** Subject to all terms and conditions herein, Bebcos extends a limited warranty against manufacturing defects and workmanship for all Product that is installed and operated by the Purchaser and/or Client in complete accordance with all instructions in the Bebcos Installation, Operation and Maintenance Manual in the United States, Canada and Mexico.

**WARRANTY TERM:** The Base Limited Warranty period for Product is effective for Eighteen (18 Months) from date of Bebcos Factory shipment or Twelve (12) Months from date of installation site start-up, whichever is shorter. Upon proper registration of the Product by the Purchaser or Client within no more than Ninety (90) Days after Bebcos Factory shipment, a Registered Limited Warranty shall become effective and extended the warranty period to Twenty-Four (24) Months after date of shipment. Regardless of registration, the Commencement Date for either warranty period shall be the date of Bebcos Factory shipment, or under prior special written agreement at time of Product purchase, no greater than Ninety (90) Days after the Bebcos Factory shipment date.

**WARRANTY EXTENSIONS:** An extended warranty shall extend the effective warranty based on the terms and conditions as negotiated at time of purchase. The purchase of site start-up services or site acceptance testing from Bebcos and/or their authorized HVAC service provider under contract to Bebcos shall alter the warranty Commencement Date of the Basic, Registered or Extended Warranty period to begin on the day after Client Acceptance of site start-up services or site acceptance testing.

**TERM LIMITATION:** The installation of Product replacement parts and/or the provision of any field service or troubleshooting services under this limited warranty shall not extend the effective warranty period. The warranty period for any supplemental installation of Product replacement parts and/or the provision of any field service or troubleshooting services under this limited warranty shall therefore be applicable only during the warranty period remaining under the effective Product Warranty.

**WARRANTY COVERAGE:** The Base Limited Warranty covers all necessary parts and labor during the first Twelve (12) Months if purchased directly by the Client or up to Eighteen (18) Months if the Purchaser is an Integrator or agent thereof. Thereafter, a Registered Limited Warranty covers Bebcos factory repair parts and labor or replacement parts only for field repair for Six (6) to Twelve (12) Months, to maturity of the Twenty-Four (24) Month Registered Limited Warranty period. Under either warranty term, the warranty shall be effective to resolve any validated defect in parts and/or workmanship and is provided exclusively for the Purchaser during integration and the Client upon delivery to the site of installation and use. Warranty is transferable from Purchaser to Client and shall be in full effect and force during any hold over, commissioning or factory acceptance testing of Product regardless of whether Product is operational or at installation site, except according to terms stated below under Registration Requirements.

**WARRANTY REPAIR SERVICES:** Bebcos may request proof of Product purchase and/or installation in order to provide Product parts and service under this limited warranty. As Bebcos's only responsibility and Purchaser and Client's only remedy under this limited warranty, Bebcos will furnish all necessary labor and/or replacement parts in accordance with Warranty Coverage Terms above, whether provided by Bebcos or a licensed HVAC service provider acting on Bebcos's behalf, subject to the terms of the warranty coverage above and labor charge limitations below. If a replacement part is not available at time of warranty service, Bebcos may, at its option and sole discretion, provide a suitable substitute part. If Client selects unit repair at the Bebcos factory, the client shall be responsible for freight to Bebcos, and Bebcos shall be responsible for cost of standard non-expedited freight back to client, whereas client shall pay the difference for expedited freight if requested.

**LABOR COST LIMITATIONS:** This Warranty only covers costs of labor associated with actual repairs of any defect in workmanship. Bebcos hereby limits labor extended under the terms of this warranty at no cost by Bebcos Technicians or a licensed HVAC service provider acting on Bebcos behalf or reimbursement of costs incurred by the Client to contract any service provider acting on behalf of Client under the following terms and conditions: 1) Covered labor costs when provided by Bebcos Technicians, a licensed HVAC service provider acting on the behalf of Bebcos or a service provider acting on behalf of Client shall not cover expenses related to the following issues: a) time required or expended and/or expenses related to travel to the jobsite exceeding one (1) hour per day; b) lodging and per-diem expenses in any form or manner expended; c) time required or expended to obtain precursory site orientation or safety training, hot work permits, lockout or tag out; or site supervision; d) time or travel expenses required or expended to procure any tools, parts, materials or supplies to perform the services or repairs required; e) time or ancillary costs required or expended to obtain unit access, including but not limited to preparation or related site safety costs associated with the provision of scaffolds, ladders, cranes or other equipment to enable the performance of services in a safe manner or for any safety supervision or assistance, including "fire watch" or "safety supervision" provisions; f) time or expenses charged at "overtime" rates for service provider acting on behalf of Client, unless specifically approved in writing by Bebcos prior to performance. 2) The terms of this warranty shall also exclude any time required or expended beyond normal costs associated with rendering a particular repair or service process under otherwise normal conditions, as determined at the sole discretion of Bebcos. Details regarding labor time allowances that will be covered by this warranty may be provided to the Client prior to the rendering of service by Bebcos Technicians or a licensed HVAC service provider acting on Bebcos behalf, and shall also be applicable to any request by Client for reimbursement under the terms of this warranty for any labor performed by a service provider acting on behalf of Client. This exclusion shall supersede all other oral and written communications and be applicable regardless of whether a Bebcos Associate, Representative or Authorized Service Provider furnishes, provides or accepts any responsibility for costs of any repairs or services in any form or manner alleging they are under the terms of this warranty. Bebcos further reserves the right to verify commercial HVAC unit repair licenses, require fully detailed labor worksheets and other forms of documentation and to withhold any or all reimbursement for any labor that may be performed and/or for any ancillary charges that may be incurred by a service provider acting on behalf of Client, at its sole discretion.

**NON-WARRANTY SERVICES:** All non-warranted parts provided and/or non-warranted services incurred during a warranty serviced event at the request of the Purchaser or Client shall be provided at Purchaser or Client's sole cost and expense. Bebcos reserves the right to require a Purchase Order from the Purchaser or Client prior to accommodating any non-warranty services, and will require binding estimates for services from all Bebcos certified contractors where and when possible or required.

**SAFETY CERTIFICATIONS, TRADE CERTIFICATIONS & INSURANCE:** Bebcos certified technicians and contractors may or may not possess all required safety or trade certifications and insurance necessary to conduct work at a particular location, and herein makes no guarantee that all applicable safety or trade certifications are attainable. Bebcos may have the capability to obtain required certifications and insurance at the Client's expense or may elect to act as an onsite consultant to the Client's preferred technicians.

Bebcos certified technicians and contractors acting in a consulting capacity will only be authorized to assist the Client's preferred technicians in a verbal manner to perform troubleshooting, maintenance, repairs and installation procedures. If the Client prefers Bebcos technician(s) to obtain certain certifications or insurance, Bebcos reserves the right to determine if attainment is possible, and if so may require the Client to pre-approve reimbursement for all associated expenses, including the cost of special insurance and/or the time required for the technician(s) to obtain required training or certification(s) including any associated with lodging and/or travel related expenses to obtain required training or certification(s), regardless of whether required certifications are or are not attained.

**SPECIAL SAFETY EQUIPMENT AND TOOLS:** Bebcos certified technicians and contractors are fitted with basic PPE, including hard hats, safety glasses, and steel-toe boots. The Client shall be required to furnish any special PPE required to perform work at a specific location. The Client may also be required to provide special tools or equipment for Bebcos technicians or contractors to perform work safely and efficiently. These tools may include but are not limited to filtered respirators, supplied air or self-contained breathing apparatus (SCBA), non-sparking hydraulic or pneumatic tools, ladders, scaffolds, man-lifts and crane equipment.

**REQUIRED WORKING CONDITIONS:** Bebcos certified technicians and contractors are strictly required to obey all site safety rules and regulations and shall perform all work in the safest manner possible. Bebcos certified technicians and contractors are therefore directed by Bebcos to require direct communications with duly authorized members of the site safety team to ensure that necessary "hot-work" permits are obtained and maintained during all troubleshooting, maintenance, repairs and installation procedures, and that proper lock-out tag out power removal procedures are performed at all necessary times to ensure the safety of all technicians, operators and others who may dwell in close proximity to any troubleshooting, maintenance, repairs and installation procedures.

**REGISTRATION REQUIREMENTS:** Product must be properly registered by the Purchaser on behalf of Client or by Client within Ninety (90) Days of the Bebcos Factory shipment date (the Warranty Commencement Date) to receive the Registered Limited Warranty Terms. If Purchaser on behalf of Client or Client does not register within this stated time period, the Base Limited Warranty Terms shall apply. Registration can be accomplished by completion of an On-Line Product Registration Form, or by calling 1 (844) EXP-HVAC (397-4882) and asking to speak with a duly authorized Bebcos Environmental Controls Corporation Customer Service Associate, or by requesting, completing and returning a registration form by e-mailing register@exphvac.com. Warranty Registration will not be considered valid until complete information, including the registrant's full name, company name, primary company address, e-mail address, phone number, the Product serial number as stated on the Product model identification

nameplate, the installation site physical address (if different from primary address), the Product location within the Client's facility and Product installation date are provided. Confirmation of registration will be provided to the registrant by e-mail.

**ELIGIBILITY:** Compliance with the following terms and conditions is required for the Client to receive obligation free repair parts and services for the Product covered under this limited warranty:

- Product must remain at final installation site during entire warranty period, unless Bebcos has prior knowledge that it is installed on a portable structure.
- Product must be properly installed, and maintained by a licensed HVAC service provider in complete accordance with all instructions in the Bebcos Installation, Operation and Maintenance Manual provided with the Product.
- Upon request, Client must provide maintenance records prior to warranty service commencement.
- Upon request, all parts replaced by Bebcos or their HVAC service provider must be returned to Bebcos.
- All other manufactured products and equipment utilized in conjunction with Product must be 1) part of an Air Conditioning, Heating, and Refrigeration Institute rated and matched system; or 2) be specifically permitted for use by the Bebcos Installation, Operation and Maintenance Manual provided with the Product; or 3) be otherwise approved in writing by a duly authorized Bebcos representative.

**EXCLUSIONS:** This Limited Warranty does not cover certain items or events including but not limited to the costs of transportation, travel time, lodging, incidental meals and/or parts and service labor, including but not limited to any and all associated costs for diagnostic calls or the removal and reinstallation of Product and/or Product parts, where after it is determined at the sole discretion of Bebcos, any of the following issues contributed to any requirement for Product diagnostics, repair parts and services:

- Any defective Accessory or Equipment as defined above. In this instance, said item shall be considered subject to the terms and conditions of the effective manufacturer's warranty, whereas Bebcos will provide reasonable assistance on behalf of the Purchaser and/or Client to obtain remedies in accordance with the original manufacturer's requirements during the effective warranty term.
- Any element or portion of the building or other such structure which is damaged or deformed by the weight load and/or installation of Product due to insufficient mechanical integrity.
- Failures, defects, or damage (including, but not limited to any loss of property) caused by (1) any third-party product, service, or system connected or used in conjunction with the Product; (2) any use, including but not limited to under-sizing or oversizing, or that Product is not designed or intended for; (3) modification, alteration, abuse, misuse, negligence, or accident; (4) failure to store, install, operate or maintain Product in complete accordance with Bebcos Installation, Operation and Maintenance Manual, and applicable requirements of the National Fire Protection Association, the Occupational Safety & Health Administration and the International Building Code, including but not limited to prolonged operation of Product electrical equipment at voltages, crossed or wrong phases or ampacities other than within ranges specified on the Product Model ID Nameplate; (5) any acts of God including, but not limited to, fire, water, storms, lightning, or earthquakes; or any terrorist activities, thefts, riots or other forms of destructive behavior by others; or (6) installation in an extremely dusty or corrosive atmosphere or prolonged contact with highly corrosive materials such as, but not limited to, chlorine, fluorine, salt, salt spray, sulfur, recycled waste water, urine, fertilizers, rust, or other substances or chemicals known to damage or degrade copper, aluminum, steel and/or stainless steel, and/or (7) installation within one-half (1/2) mile from a marine coast, unless these corrosive chemical exposures and/or coastal installation conditions were made known to Bebcos by Purchaser at or before time of purchase and Purchaser elected to purchase specific Product housing, coil and refrigerant system tubing coatings as factory applied by Bebcos to sufficiently protect the Product during the entire warranty period.
- Relocation or transfer of Product from the Client to any other entity at any time during the warranty period, without the prior knowledge and written consent of Bebcos including, but not limited to all forms of ownership transfer without Bebcos's knowledge.
- Deterioration or failure of Product cabinets or cases not affecting performance, air filters, refrigerant, refrigerant line sets, wiring, non-factory installed driers, and Accessories and Equipment as herein defined, unless otherwise specified.
- Increased utility usage costs, normal wear and tear or any form of insect or animal damage.
- Any damage incurred during transportation, installation or operation, to the extent it is caused or made worse by the failure of anyone other than Bebcos or their authorized service contractors to comply with the requirements of this warranty.
- Failure of Purchaser or Client to take timely action to minimize loss or damage to Product or give Bebcos timely notice of defects
- Any and all costs associated or incurred by the performance of any repairs by Client or service provider acting on behalf of Client or any entity other than Bebcos Technicians or a licensed HVAC service provider acting on Bebcos's behalf, without Bebcos's prior knowledge and written consent.
- Any damage or product integrity compromised by or incurred by the performance of any repairs or services by Client or service provider acting on behalf of Client or any other entity.

**REFRIGERANT POLICY:** (1) Bebcos refrigerants: R-22 refrigerant is not utilized by Bebcos in accordance with federal regulations. All Product with refrigerant will include an EPA approved refrigerant and equipment compatible to the refrigerant. Any and all expenses or costs associated with replacing Product parts that are not compatible with the refrigerant (as designated on the Unit) will not be covered by the terms and conditions of this limited warranty. (2) Client supplied Refrigerants: For Product manufactured and sold by Bebcos without refrigerant, only Bebcos and EPA approved refrigerants shall be used. Any adjustment of refrigerant or associated

equipment or the use of contaminated, counterfeit, or un-approved refrigerant or the substitution of any original materials, devices and/or equipment with non-approved material, devices and/or equipment will void this limited warranty. (3) All Product: Product may include a liquid line filter drier which must be replaced when a compressor replacement is necessary. A suction line filter drier must be added for compressors defined as burnouts and failure to do so will void this warranty. Non-approved refrigerant and/or nonapproved refrigerant system additives including, but not limited to dyes will void this limited warranty.

**LEGAL LIMITATIONS:** No action arising out of any claimed breach of this Limited Warranty may be brought by a Purchaser or Client more than one (1) year after the cause of action has arisen.

**ARBITRATION:** By acceptance of these Limited Warranty Terms and Conditions, Client herein agrees they shall promptly contact a Bebcu Customer Service Representative regarding disputes involving this Limited Warranty. If discussions between the parties do not resolve disputes, either party may, upon written notice to the other party, submit such dispute to arbitration. The arbitrator shall proceed under the construction industry rules of the American Arbitration Association. The decision of the arbitrator shall be final, conclusive, and binding upon both parties. The expense of arbitration shall be shared equally, each party bearing its own legal fees.

**LEGAL TERMS:** THIS LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE PRODUCT WARRANTY. BEBCO DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCT.

**DAMAGES:** NOTWITHSTANDING ANYTHING IN THIS LIMITED WARRANTY TO THE CONTRARY, BEBCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL AND/OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

**WARRANTY TERM LIMITATION:** The terms of this Limited Warranty are applicable only to Product sold during the period of this Limited Warranty's effective period herein stated and titled as the calendar year of 2018, which is subject to change without notice. No applicability of this Limited Warranty is therefore either implied or binding against Products manufactured or sold by Bebcu before or after the effective period of this particular Limited Warranty.