

**UNITARY PRODUCTS WARRANTY POLICY
(Units up to 60 000 BTU)**

1 Warranty Period

1.1 Air Conditioning Systems

YORK International hereby warrants to the FIRST USER that the equipment sold is free from defects in Material or Workmanship under normal use and service, for a period of 24 months from date of invoice provided that:-

- a. The First USER enters into a service maintenance agreement with an authorised air conditioning contractor within 3 months from date of purchase of the equipment and that this maintenance agreement be retained for the period of the two year warranty.
- b. Should no such service maintenance agreement be entered into, the warranty period shall be reduced to 12 months.
- c. This applies only to YORK Unitary Products as defined from time to time.
- d. In order to qualify for the extended 12 month warranty, proof of the existence of the maintenance agreement must be provided.

1.2 Components and/or spare part sales

The warranty period for parts replaced, or repaired during the system warranty period, as well as normal spares purchases, will be 6 months from date of the relevant invoice, or date of repair.

2 Warranty Policy

- 2.1 YORK International will, at its option, either repair the goods supplied, or replace free of charge parts recognised by YORK International, as defective in material and/or workmanship.
- 2.2 YORK International will invoice The Contractor for components or parts supplied under warranty, and only after receipt of the faulty part, and acceptance by YORK International that the claim is valid, pass a Credit Note to the same Rand value as the component or part originally supplied under the Warranty claim.
- 2.3 Faulty parts not returned and received by YORK International within 30 (thirty) days of the replacement parts being shipped to The Contractor, will result in the claim being rejected and The Contractor will be held liable for the part or the components that were replaced and for all delivery/shipping costs.
- 2.4 In the event of a claim being rejected by YORK International, all claim costs including the cost of shipping the replacement part to The Contractor, will be for the account of The Contractor. Faulty parts will be returned to The Contractor, if so requested, at The Contractors cost.
- 2.5 Defective parts and/or components replaced by YORK International will become the property of YORK International.
- 2.6 The components removed under warranty should be kept in an "as failed" condition, and not tampered with until inspected by a duly authorised YORK International Technician.
- 2.7 No warranty of any nature, including under common law will apply if the equipment / components is installed or worked on by any person other than a technician employed by a duly authorised YORK International Contractor.

- 2.8 The terms and conditions of the warranty policy and procedure as set out in this document supersedes all other previous warranty policies and procedures either written, implied or warranted under common law.
- 2.9 This agreement constitutes the whole agreement and no variation on this agreement will have legal effect unless reduced to writing and signed by both parties.
- 2.10 YORK International will evaluate each claim within 30 days of receiving the components at any of its Branch Offices and payment/credit notes will be issued no later than 30 days following the acceptance date of the claim. Where a claim has been rejected by YORK International, The Contractor will make payment to YORK International no later than 30 days from notification of such rejection.

3 Limitations and Exclusions: Air Conditioning Systems and Components or Parts

- 3.1 The Company will not be held liable for resultant damage caused to the air conditioning systems or the building due to:
- 3.1.1 Damage resulting from incorrect installation or handling.
 - 3.1.2 Damage resulting from an external source such as fire, lightning strikes, under-or overvoltage etc.
 - 3.1.3 Damage resulting from unauthorised tampering with the air conditioning system.
 - 3.1.4 Damage resulting from incorrect wiring of whatsoever nature.
- 3.2 Claims will not be recognised in respect of any unit, which has not been maintained according to standard air conditioning maintenance procedures.
- 3.3 Claims will not be accepted in respect of any equipment, which has been subjected to modifications. Any parts damaged through accident, faulty or incorrect installation and handling or use in any manner outside of the purpose which they were designed for, will not be accepted as a claim.

4 Claims Procedure

- 4.1 A Contractor who wishes to claim for a failed part under this warranty must supply the following information failing which the claim will not be accepted.
- 4.1.1 Copy of the original invoice upon which the unit(s) were purchased.
 - 4.1.2 Copy of invoice upon which the replacement part was purchased.
 - 4.1.3 Unit model and serial number.
 - 4.1.4 Details of fault and possible causes.
- 4.2 Following the repair, the parts to be credited must be returned together with the above-mentioned documentation to York International within 30 (thirty) days of the replacement parts being shipped to The Contractor. Should the parts and the claim form not be lodged with YORK International within the specified 30 days period, the parts will become due for immediate payment.
- 4.3 YORK International will assess each and if rejected, The Contractor will be informed in writing, quoting the claim number. Parts will be returned at The Contractor's request and at his cost. YORK International will invoice The Contractor for the shipping cost of the replacement parts, quoting both the claim and the parts invoice numbers.

Confirmation of receipt of the abovementioned conditions of warranty.

Company:

Signed:

Date:

Capacity: