Heating & Air Conditioning Amana

LIMITED WARRANTY

Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

Except as otherwise provided in this document, if this heating or air conditioning unit has not been properly registered, all references in this document to "the warranty," "this warranty," or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth in this document are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

Who Is Providing The Warranty?
This warranty is provided to you by Daikin Comfort Technologies Manufacturing, L.P. ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?
This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in residences not occupied by the owner and in commercial properties.

Is Registration Required?
Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW.AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION." If you are a California, Florida, or Quebec resident, please refer to the "California, Florida, And Quebec Residents" section below.

What Units Does This Warranty Not Cover?
This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer 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.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

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 DAIKIN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY**. Some states and provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What Problems Does This Warranty Not Cover?
Daikin 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, natural disasters, accidents, corrosive atmosphere, or other conditions beyond Daikin'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, and lubrication.
- 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, surge, or fluctuation in electrical service or inadequate electrical service.
- Any damage, or the need for any repairs, caused by frozen or broken water pipes, water damage, moisture intrusion, mold or other biological growth.
- Changes in the appearance of the unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

www.amana-hac.com

For further information about this warranty, contact Homeowner Support by mail to 19001 Kermier Road, Waller, Texas 77484

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07/2024

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

- 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." The installation date is one of three dates depending on the circumstances of purchase:

(1) For units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
(2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
(3) Except for California residents, if the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2407" indicates the unit was manufactured in July 2024.

How Long Does Warranty Coverage Last?
Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty referred to in the following paragraph. If the unit is not registered, the warranty on all parts lasts for a period of up to 5 YEARS after the installation date (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided.

Except for units installed in Texas or Florida, the Registered Additional Term Warranty lasts for as long as the original registered owner or his or her spouse ("registered owner") own and reside in the residence in which the unit was originally installed for a period of up to 10 YEARS after the installation date, for all parts. For units installed in Texas or Florida, the Registered Additional Term Warranty lasts for a period of up to 10 YEARS after the installation date for all parts.

Neither the Initial Term Warranty nor the Registered Additional Term Warranty, if applicable, continues after the unit is removed from the location where it was originally installed.

If you are a California, Florida, or Quebec resident, please refer to the "California, Florida, And Quebec Residents" section below.

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

What Will Daikin Do To Correct Problems?
Daikin 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 during the warranty period. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE APPLICABLE REMEDIES DESCRIBED IN THIS SECTION ARE DAIKIN'S ONLY RESPONSIBILITIES, AND THE OWNER'S ONLY REMEDIES, FOR ANY BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

What Won't Daikin Do To Correct Problems?
Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit, the deinstallation of any defective part or the installation of any replacement part.
- 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 DAIKIN 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.
Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

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 Daikin heating and air conditioning products distributor.

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

California, Florida, And Quebec Residents
California, Florida, and Quebec residents do not need to register the product in order to get all of the rights and remedies of registered owners under this warranty, but for California and Quebec residents, Registered Additional Term Warranty coverage is only available to the original owner of this unit and his or her spouse. The arbitration provisions of this warranty shall not apply to residents of Quebec.

Where Can Any Legal Remedies Be Pursued?
ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties*: This arbitration clause affects your rights against Daikin Comfort Technologies North America, Inc. and any of its subsidiaries, including but not limited to Daikin Comfort Technologies Manufacturing, L.P., and its or their employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. ***ARBITRATION REQUIREMENT*: EXCEPT AS STATED BELOW, 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 heating or air conditioning 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.
3. ***CLASS-ARBITRATION WAIVER*: ARBITRATION IS 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AND WE ALSO WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION IN ANY FORM, INCLUDING ANY CLASS ARBITRATION, OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights*: Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. ***SMALL CLAIMS COURT OPTION*: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law*: For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which your unit was installed. Any court having jurisdiction may enter judgment on the arbitration award.
7. *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 administering arbitration organization. United States residents may choose JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com) or, subject to our approval,

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's 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.

8. *Location of the Arbitration Hearing*: Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside (in your hometown area) or, for Canadian residents, in the province in which you reside, and if you choose, will be in person.
9. *Costs of the Arbitration*: Each party is responsible for its own attorney, expert, and other costs and fees unless applicable law requires otherwise. Notwithstanding the preceding sentence, and unless applicable law requires otherwise, if you are a consumer under the JAMS rules: (a) if you initiate arbitration, Daikin will pay your share of the costs and fees charged by the arbitration organization and arbitrator(s) beyond the first $200; and (b) if Daikin initiates arbitration, Daikin will pay all costs and fees charged by the arbitration organization and arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause*: This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

Except as otherwise provided in this document, if this heating or air conditioning unit has not been properly registered, all references in this document to "the warranty," "this warranty," or any similar construction, refer solely and exclusively to the Initial Term Warranty (defined below). If this heating or air conditioning unit has been properly registered (and any other applicable conditions set forth in this document are satisfied), all such references refer to the Initial Term Warranty together with the Registered Additional Term Warranty (defined below).

Who Is Providing The Warranty?
This warranty is provided to you by Daikin Comfort Technologies Manufacturing, L.P. ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?
This warranty applies to heating and air conditioning units installed in residences not occupied by the owner. Different warranties apply to units installed in owner-occupied residences and in commercial properties.

Is Registration Required?
Registration is strongly urged. As set out below, Initial Term Warranty coverage is available to owners who have not registered, but Registered Additional Term Warranty coverage is only available to registered owners. TO REGISTER, GO TO WWW. AMANA-HAC.COM AND CLICK "PRODUCT REGISTRATION." If the unit is installed at a Florida Residential Real Property (defined below), please refer to the "Units Located At Florida Residential Real Property" section below.

What Units Does This Warranty Not Cover?
This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer 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.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

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 PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?
Daikin 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, natural disasters, accidents, corrosive atmosphere, or other conditions beyond Daikin'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, and lubrication.
- 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, surge, or fluctuation in electrical service or inadequate electrical service.
- Any damage, or the need for any repairs, caused by frozen or broken water pipes, water damage, moisture intrusion, mold or other biological growth.
- 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.

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

When Does Warranty Coverage Begin?
Warranty coverage begins on the "installation date." The installation date is one of two dates:

(1) The installation date is the date that the unit is originally installed.
(2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2407" indicates the unit was manufactured in July 2024.

How Long Does Warranty Coverage Last?
Registration is not required to obtain warranty coverage, but registration entitles the owner to the Registered Additional Term Warranty referred to in the following paragraph. If the unit is not registered, the warranty on all parts lasts for a period of up to 5 YEARS after the installation date (the "Initial Term Warranty").

If the unit is properly registered online within 60 days after the installation date, an additional warranty (the "Registered Additional Term Warranty") is provided and lasts for as long as the original registered owner ("registered owner") owns the residence in which the unit was originally installed for a period of up to 10 YEARS after the installation date, for all parts. The limitation of Registered Additional Term Warranty coverage to the original registered owner does not apply to any owner of a (1) one, two, three, or four-family residence, or a residential unit in a multiunit structure in which title to an individual residential unit is transferred to the owner of the residential unit under a condominium or cooperative system, located in Texas, or (2) single-family dwelling, duplex, triplex, quadruplex, condominium unit, or cooperative unit located in Florida ("Florida Residential Real Property").

Neither the Initial Term Warranty nor the Registered Additional Term Warranty, if applicable, continues after the unit is removed from the location where it was originally installed.

If the unit is installed at a Florida Residential Real Property, please refer to the "Units Located At Florida Residential Real Property" section below.

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

What Will Daikin Do To Correct Problems?
Daikin 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 during the warranty period. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE APPLICABLE REMEDIES DESCRIBED IN THIS SECTION ARE DAIKIN'S ONLY RESPONSIBILITIES, AND THE OWNER'S ONLY REMEDIES, FOR ANY BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

What Won't Daikin Do To Correct Problems?
Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit, the deinstallation of any defective part or the installation of any replacement part.
- 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 DAIKIN 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 Daikin heating and air conditioning products distributor.

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

Units Located At Florida Residential Real Property

A unit installed at a Florida Residential Real Property does not need to be registered in order for the owner to get all of the rights and remedies of registered owners under this warranty.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties*: This arbitration clause affects your rights against Daikin Comfort Technologies North America, Inc. and any of its subsidiaries, including but not limited to Daikin Comfort Technologies Manufacturing, L.P., and its or their employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. ***ARBITRATION REQUIREMENT*: EXCEPT AS STATED BELOW, 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 heating or air conditioning 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.
3. ***CLASS-ARBITRATION WAIVER*: ARBITRATION IS 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AND WE ALSO WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION IN ANY FORM, INCLUDING ANY CLASS ARBITRATION, OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights*: Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. ***SMALL CLAIMS COURT OPTION*: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law*: For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which your unit was installed. Any court having jurisdiction may enter judgment on the arbitration award.
7. *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 administering arbitration organization. United States residents may choose JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com) or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's 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.

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8. *Location of the Arbitration Hearing*: Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside (in your hometown area) or, for Canadian residents, in the province in which you reside, and if you choose, will be in person.
9. *Costs of the Arbitration*: Each party is responsible for its own attorney, expert, and other costs and fees unless applicable law requires otherwise. Notwithstanding the preceding sentence, and unless applicable law requires otherwise, if you are a consumer under the JAMS rules: (a) if you initiate arbitration, Daikin will pay your share of the costs and fees charged by the arbitration organization and arbitrator(s) beyond the first $200; and (b) if Daikin initiates arbitration, Daikin will pay all costs and fees charged by the arbitration organization and arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause*: This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

Who Is Providing The Warranty?
This warranty is provided to you by Daikin Comfort Technologies Manufacturing, L.P. ("Daikin"), which warrants all parts of this heating or air conditioning unit, as described below.

To What Type Of Installations Does This Warranty Apply?
This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in residences not occupied by the owner.

What Units Does This Warranty Not Cover?
This warranty does not apply to:
- Units that are ordered over the Internet, by telephone, or by other electronic means unless the unit is installed by a dealer 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.
- Units that are operated in incomplete structures.
- Units that are installed in residential buildings.

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 PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?
Daikin 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, natural disasters, accidents, corrosive atmosphere, or other conditions beyond Daikin'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, and lubrication.
- 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, surge, or fluctuation in electrical service or inadequate electrical service.
- Any damage, or the need for any repairs, caused by frozen or broken water pipes, water damage, moisture intrusion, mold or other biological growth.
- 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." The installation date is one of two dates:
(1) The installation date is the date that the unit is originally installed.
(2) If the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with "2407" indicates the unit was manufactured in July 2024.

How Long Does Warranty Coverage Last?
The warranty on all parts lasts for a period of up to 5 YEARS after the installation date.

This warranty period does not continue after 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, Daikin warrants a replacement part only for the period remaining under the applicable warranty on the original part.

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

What Will Daikin Do To Correct Problems?
Daikin 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 during the warranty period. Furnishing of the replacement part is Daikin's only responsibility under this warranty.

THE REMEDIES DESCRIBED IN THIS SECTION ARE DAIKIN'S ONLY RESPONSIBILITIES, AND THE OWNER'S ONLY REMEDIES, FOR ANY BREACH OF ANY WARRANTY.

What Won't Daikin Do To Correct Problems?
Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the unit, the deinstallation of any defective part or the installation of any replacement part.
- 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 DAIKIN 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 Daikin heating and air conditioning products distributor.

For more information about the warranty, write to Homeowner Support, 19001 Kermier Road, Waller, Texas 77484.

Where Can Any Legal Remedies Be Pursued?
ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties*: This arbitration clause affects your rights against Daikin Comfort Technologies North America, Inc. and any of its subsidiaries, including but not limited to Daikin Comfort Technologies Manufacturing, L.P., and its or their employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. ***ARBITRATION REQUIREMENT*: EXCEPT AS STATED BELOW, 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 heating or air conditioning 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.
3. ***CLASS-ARBITRATION WAIVER*: ARBITRATION IS 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AND WE ALSO WAIVE ANY RIGHT TO PARTICIPATE IN ANY CLASS OR REPRESENTATIVE ACTION IN ANY FORM, INCLUDING ANY CLASS ARBITRATION, OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
4. *Discovery and Other Rights*: Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.

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Models: ALZS4B, ALZS4N, ALXS3N, ALXS3B, ALXS4N, ALXS4B

5. ***SMALL CLAIMS COURT OPTION*: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law*: For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which your unit was installed. Any court having jurisdiction may enter judgment on the arbitration award.
7. *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 administering arbitration organization. United States residents may choose JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com) or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's 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.
8. *Location of the Arbitration Hearing*: Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside (in your hometown area) or, for Canadian residents, in the province in which you reside, and if you choose, will be in person.
9. *Costs of the Arbitration*: Each party is responsible for its own attorney, expert, and other costs and fees unless applicable law requires otherwise. Each party is also responsible for one-half of any costs and fees charged by the arbitration organization and arbitrator(s) to administer the arbitration to the maximum extent permitted by law or rule. Where permissible by law, the prevailing party may be required to reimburse the other party for the costs and 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).
10. *Survival and Enforceability of this Arbitration Clause*: This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

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