



KOVA

**Letter of
Limited
Warranty**

Intelligent Air Conditioner

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KOVA Products, Inc. Limited Warranty

Product Categories: Intelligent Air Conditioner

KOVA warrants the original end-user that the product category listed above will be free of defects in material and workmanship when properly installed and serviced. Unless specifically stated otherwise, the limited warranty start date begins on the date of installation.

Five (5) Year Limited Warranty

1	2	3	4	5
Labor Warranty				
Parts Warranty				
Compressor Warranty				

- **One (1) Year Parts & Labor Warranty:** During the first year of limited warranty coverage, any part that is found to be defective will be repaired or replaced free of charge by KOVA's authorized service network during normal working hours.
- **Two (2) Year Parts Warranty:** During the second year of limited warranty coverage, the following list of parts, if found to be defective, will be replaced free of charge by KOVA's authorized service network during normal working hours: blower and motor, fan and motor, compressor, electronic expansion valve, condenser coil, evaporator coil, reversing valve, interconnecting tubing, unit control board, compressor control board, power filter board, fan motor control board, user interface, sensors, electrical components, and cables.
- **Five (5) Year Compressor Warranty:** During the third through fifth years of limited warranty coverage, the compressor, if found to be defective, will be replaced free of charge by KOVA's authorized service network during normal working hours.

Subject to the terms and conditions listed below, KOVA will fulfill its warranty obligation by one of the following methods:

1. Repair the product.
2. Replace the product, or any defective parts thereof; or
3. Refund the prorated value of the product, based on the remaining warranty period of the product. The decision to resolve warranty defects by repair, replacement, or refund will be made at KOVA's sole discretion.

THE FOLLOWING CONDITIONS ARE NOT COVERED BY THIS LIMITED WARRANTY:

1. Faults or damage caused by installation error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the product that are not in accordance with

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the manufacturer's instructions, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party – whether performed by a contractor, a service company, or yourself.

2. Normal wear and tear due to the normal aging of the product, including parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturer defects but are indicative of normal wear and tear.
 3. Noises associated with normal operation.
 4. Consumable parts designed to be replaced over time during the life of the covered product, including but not limited to air filters, batteries, fuses, etc.
 5. Replacement of house fuses, resetting of circuit breakers, or correcting house wiring; or failure of the product caused by the delivery of incorrect electrical current or voltage.
 6. Failure of the product to perform during power failures, interruptions, or inadequate electrical service.
 7. Cosmetic damage not reported in the first forty-eight (48) hours after delivery. All products must be inspected before installation.
 8. Discoloration, rust, or oxidation resulting from caustic or corrosive environments including but not limited to high chlorine or fluorine concentrations, exposure to hazardous or harmful chemicals, high moisture, humidity, or high salt concentrations. Installation applications within five (5) miles (eight (8) kilometers) of a body of salt water are considered high salt concentration environments.
 9. Damage caused after delivery, including damage to the finish of product or home incurred during installation, including, but not limited to, floors, cabinets, countertops, walls, etc.
 10. Damage from children, pets, rodents, or insects.
 11. This product is not approved for the following installation applications: aircraft, watercraft, recreational vehicles, indoor swimming pools, hot tubs, greenhouses, walk-in freezers or refrigeration units, or other extreme environments.
 12. Damages caused by services performed by unauthorized service companies, or parts obtained from persons other than authorized service companies.
 13. Replacement parts or repair labor for products with original model/serial numbers removed, altered, or not easily determined.
 14. Service trips to teach the end-user how to use the product or to adjust user controls.
 15. Service surcharges including, but not limited to, any after-hours, weekend, or holiday service calls, travel expenses for service calls to remote areas where service by an authorized servicer is not available.
 16. Damage caused by restricted drain lines or inadequate supply of air.
 17. Electricity or fuel costs or increases in electricity or fuel costs for any reason whatsoever, including additional or unusual use of supplemental heat or cooling.
 18. Failure and replacement caused by contamination from bacteria or fungus are excluded from warranty coverage (i.e., dirty sock syndrome). Consequential or other damage(s)
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caused by rust, brownouts, soot, blackouts, oxidation, freezing, or other abnormal environmental conditions are excluded from warranty coverage. Premature failure due to the use of inferior building materials such as high sulfur content drywall, corrosive conditions caused by location, moisture, etc. are also excluded from warranty coverage.

19. Force Majeure: Loss, damage, or injury caused in whole or in part by natural calamities, or acts of God, including but not limited to earthquakes, tornadoes, tropical storms, hurricanes, mudslides, volcanic eruptions, lightning, windstorm, fires, smoke, hail, floods, explosions, biological infestations, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, power surges or failures, aircraft, vehicles, falling objects, riots and civil commotion, war, nuclear explosions or radiation, theft, vandalism, accidents, or other causes beyond KOVA's reasonable control.
20. Labor: Labor for repair or replacement activities is only covered during the first year of this limited warranty. After the first year, this limited warranty does NOT include labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electrical codes. For items that are designed to be maintained or replaced by the owner, the 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. Improper installation may endanger the occupants of the building. The original purchaser may be covered by a separate installation warranty from the general contractor or licensed HVAC professional who installed the product.
21. Industrial/Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial applications – including multi-family apartment units, schools, professional office buildings, retail, hospitality guest rooms, and other similar installation applications only. Excluded from this limited warranty are industrial or heavy commercial operating environments and usage scenarios that significantly differ from normal residential usage patterns and operating conditions. Examples of industrial or heavy commercial operating environments and usage scenarios include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens and restaurants, food service, laundromats, hospitals, laboratories, and other high-volume, heavy-use, harsh or chemically caustic environments. If there are questions as to the type of use that is considered "Light Commercial", please contact your KOVA sales representative before purchase and installation.
22. This Limited Warranty will not apply to units which (i) are not installed in accordance with any and all applicable local, state/provincial and national laws, building codes or permits, including any requirement that units are installed by contractors who are licensed for HVAC installation to install the units as under applicable local, state/provincial, and national laws, building codes or permits; and (ii) are not installed in accordance with manufacturer's installation and operation instructions; and (iii) are not installed following good trade practices.

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DISCLAIMERS:

1. Repair or replacement costs for any circumstances not covered by this warranty shall be borne by the owner.
2. This warranty is not in force until full payment has been received for the covered products.
3. All equipment requires annual maintenance performed by an HVAC certified service technician. It is the buyer's responsibility to maintain written, legible proof of proper annual maintenance. Lack of annual maintenance or failure to provide proof of proper annual maintenance may result in denial of claims under warranty.
4. KOVA does not warrant that the operation of covered products will be uninterrupted or error-free. This warranty does not constitute a performance warranty and does not extend to the future performance of goods. It is expressly contemplated by the warranty that any part of the product may contain a defect in material or workmanship and that any part of the product may fail during the warranty period. The buyer's sole remedies under this warranty are limited to repair, replacement, or refund in the event a part fails due to a defect in material or workmanship.
5. This limited warranty is not a statement of the expected useful life of any KOVA product.
6. The equipment's rating plate must not be removed or defaced.
7. KOVA does not warrant the covered products that decline the installation of software update by a KOVA authorized personnel or over the air.
8. Replacement parts can be new or remanufactured. Repaired parts or replacement products are warranted for the remaining portion of the original product's warranty period. The original limited warranty period is not extended by repair or replacement activities. Defective parts must be made available to KOVA through authorized service provider in exchange for the replacement parts and become the property of KOVA.
9. This warranty is extended to the original purchaser or owner at the original installation location in the United States and is non-assignable and non-transferable.
10. KOVA's total liability or cost, for the life of this warranty, is limited to, and capped at, the original purchase price of the warranted product(s) – whether the claim is based on strict liability, negligence, breach of warranty, or any other theory or cause of action.

DISCLAIMER OF IMPLIED WARRANTIES

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KOVA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

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Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

THIS WRITTEN LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM KOVA AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF KOVA PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. KOVA MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. KOVA DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

WARRANTY CLAIMS

All warranty service is provided exclusively by KOVA's authorized service provider network. To obtain assistance under this limited warranty, schedule service, or order spare parts, please email HVAC@Kovaproducts.com

Product part number, serial number, and proof of purchase are required to support any warranty claim.