WARRANTY FOR AMANA/GOODMAN PRODUCTS MANUFACTURED BY FANTECH

1. DISCLAIMER OF WARRANTIES BY GOODMAN COMPANY, L.P. AND GOODMAN MANUFACTURING COMPANY, L.P.

This product is manufactured by Fantech, Inc., which provides a written warranty covering the product directly to the consumer. **GOODMAN COMPANY, L.P. AND GOODMAN MANUFACTURING COMPANY, L.P. MERELY PURCHASE AND RESELL THE PRODUCT, AND DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES ON IT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

2. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. FANTECH DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO BOTH FANTECH AND NON FANTECH PRODUCTS. FANTECH'S WARRANTIES EXTEND SOLELY TO ITS CUSTOMER. FANTECH WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF FANTECH KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

3. Equipment Warranty and Disclaimers.
   (a) Subject to conditions (b) through (h) below, Fantech warrants that Equipment sold by it will be free from defects in material and workmanship during the Warranty Period. During the Warranty Period, Fantech will repair or replace any defective item of Equipment or part or component of Equipment, promptly sent to Fantech by Customer, which Fantech determines was defective due to faulty material or workmanship. "Warranty Period" means the period stated to be such on the operations manual;

   (b) Because Equipment requires ongoing maintenance, the preceding warranty is void if the maintenance specified by Fantech as required maintenance has not been performed, as determined by Fantech;

   (c) This Warranty is void if the Fantech label control number or date of manufacture, which is affixed to the Equipment, has been removed or altered in any way;

   (d) This Warranty does not apply to damage occurring after Fantech shall have delivered the Equipment to a shipper. If damage, whether concealed or visible, has been caused by shipping, Customer must file a claim with the freight company;

   (e) This Warranty does not apply to damages resulting from improper wiring or installation, or resulting from improper consumer procedures such as lack of proper maintenance, misuse, abuse, abnormal use, use by an application other than one recommended by Fantech, or accident or application of incorrect electrical voltage or current;

   (f) This Warranty does not apply to damage or failure caused by any cause beyond the control of Fantech, including acts of God, war, terrorism, riot, or insurrection;

   (g) In no event will Fantech be liable for claims, demands, or actions against Customer by any person except as provided in Section 4;

   (h) The entire liability of Fantech and Customer's exclusive remedy for any defective, non-Fantech products provided under this Agreement is limited to their return to Fantech within 90 days after shipment for refund of the amount paid to Fantech for such products (not including any amounts paid for related services);

4. Patent, Copyright and Trade Secret Indemnification.
   (a) Fantech, at its own expense, will defend and indemnify Customer against claims that products furnished under this Agreement infringe a United States patent or copyright, or misappropriate trade secrets protected under United States law, provided Customer: (i) gives Fantech prompt written notice of such claims at the following address: 1712 Northgate Boulevard, Sarasota, Florida 34234; (ii) permits Fantech to defend or settle the claims; and provides all reasonable assistance to Fantech in defending or settling of claims.

   (b) As to any product which is, or in the opinion of Fantech, may become subject to a claim of infringement or misappropriation, Fantech may elect to (i) obtain the right of continued use of such product for Customer; or (ii) replace or modify such product to avoid such claim. If neither alternative is available on commercially reasonable terms, as determined by Fantech, then, at the request of Fantech, Customer will discontinue use and return the Equipment, and Fantech will grant a credit for the price paid to Fantech, less a reasonable offset for use and obsolescence;

   (c) Fantech will not defend or indemnify Customer if any claim of infringement or misappropriation (i) is asserted by parent, subsidiary or affiliate of Customer; (ii) results from Customer's design or alteration of any product, or (c) results from the use of any product in combination with any non-Fantech product.

   (d) This paragraph 4 states the entire liability of Fantech and Customer's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

5. Warranty Claim Procedure.
   (a) Customer will pay transportation and insurance costs to ship Equipment if an offsite inspection and repair location is designated by Fantech. Fantech will pay the return costs if the Equipment was defective. Labor costs of diagnosis are not included in this Warranty;

FOR FACTORY RETURN YOU MUST:

- Have a Return Materials Authorization (RMA) number. This may be obtained by calling FANTECH at 800-747-1762. Please have bill of sale available.
- The RMA number must be clearly written on the outside of the carton, or the carton will be refused.
- All parts and/or product being returned must be shipped prepaid, and be accompanied with a copy of the bill of sale.

OR

The Distributor may place an order for the warranty part and/or product and is invoiced. The Distributor will receive a credit equal to the invoice only after product is returned prepaid and verified to be defective.

FANTECH WARRANTY TERMS DO NOT PROVIDE FOR REPLACEMENT WITHOUT CHARGE PRIOR TO INSPECTION FOR A DEFECT. REPLACEMENTS ISSUED IN ADVANCE OF DEFECT INSPECTION ARE INVOICED, AND CREDIT IS PENDING INSPECTION OF RETURNED MATERIAL. DEFECTIVE MATERIAL RETURNED BY END USERS SHOULD NOT BE REPLACED BY THE DISTRIBUTOR WITHOUT CHARGE TO THE END USER, AS CREDIT TO DISTRIBUTOR'S ACCOUNT WILL BE PENDING INSPECTION AND VERIFICATION OF ACTUAL DEFECT BY FANTECH.

WARRANTY VALIDATION

- The user must keep a copy of the bill of sale to verify purchase date.
- These warranties give you specific legal rights, and are subject to any applicable consumer protection legislation. You may have additional rights which vary from state to state.

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