

## NIRVANA USA HEAT PUMP WARRANTY

This Limited Warranty applies to the following models (all versions and voltages) purchased through an authorized dealer and installed inside the contiguous United States after October 1, 2019. This warranty shall begin upon the date of purchase as verified by the owner / operator's proof of purchase documents.

In lieu of owner documents, the warranty initiation date shall be sixty days (60) from the date of manufacture (as verified by factory production records). Nirvana Heat Pump Inc. (hereafter referred to as "Manufacturer") warrants the following models (hereafter referred to as "product"), to the original owner and installation site, to be free of material or workmanship defects for the following terms.

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NIRVANA FC and PV	FLORIDA	Parts	10 Years
SERIES FC55SF, FC70SF,		Labor	3 Years
FC85SF, FC100VF,	Northeast	Parts	10 Years
FC120VF, FC140VF,		Labor*	3 Years
FC145VF, PV80, PV105,	Other	Parts	7 Years
PV170		Labor**	2 Years
	NO INTERNET SALES POLICY ***	Parts	1 Year
		Labor**	60 Days
TRYDENT by Nirvana	FLORIDA	Parts	7 Years
TR95SF, TR110SF,		Labor	2 Years
TR115SF, TR130SF,	Northeast	Parts	7 Years
TR135SF		Labor	2 Years
	Other	Parts	7 Years
		Labor**	2 Years
	Internet Sales Allowed for Trydent	Parts	5 Years *
		Labor**	1 Year *
Above Ground by Nirvana	Parts	2 years compressor 5 years titanium TUBE component of the heat	
30SF, 45SF, NE20, NE55,			
NE75		exchanger	
	Labor	1 Year Online *	
		2 Years Brick and Mortar	

<sup>\*</sup> Extended warranties may be available via limited distribution channels - check with your equipment retailer

<sup>\*\*</sup> In zones without factory service center coverage: At the option of the Manufacturer, the Owner may be required to return the product to the factory, freight prepaid, to provide warranty service.

<sup>\*\*\*</sup> Sales are considered to be online if end user address is more than 150 miles away from Brick and Mortar Dealer that Sold the product to them. Brick and Mortar Dealers may request exemption to the online sale rule by contacting their Nirvana Sales rep for written approval prior to sale. This is to ensure that proper warranty service is available in the sales area. Prior approvals will grant full warranty and will be associated with unit serial number.

Replacement parts are additionally warranted for a period of one year part / ninety days labor or the end of the original warranty term, whichever is greater.

- 1. This warranty includes parts and on-site labor charges to repair or replace failed product due to workmanship defects.
- 2. This warranty does not include transportation charges for product or parts to, or from, the Manufacturer. The Owner / Operator shall be responsible for any travel charges imposed by the warranty center or servicing agent.
- 3. At its sole discretion, the Manufacturer reserves the right to replace defective parts with new or refurbished replacement parts.
- 4. Claims for warranty reimbursement must have prior authorization by the Manufacturer and be performed by a Factory Authorized Service Center.
- 5. The use of parts other than genuine Manufacturer parts will void this limited warranty.
- 6. Purchasing original and / or replacement parts or product through an unauthorized dealer will void this limited warranty.
- 7. This warranty is applicable only if the product has been installed, operated, and maintained expressly and completely in accordance with the product's Owner / Installation manual. These documents are available online at the Manufacturer's website indicated at the bottom of this document.
- 8. This warranty is void if the product is repaired, replaced, or altered in any way by any persons or agencies other than a Factory Authorized Service Center, and is in lieu of all other warranties, expressed or implied, written or oral.
- 9. The liability of the Manufacturer shall not exceed the repair or replacement of defective parts under the referenced limited warranty term.
- 10. This warranty shall not include applicable consumables. (Consumables can include but are not limited to the refrigerant, glue, and brazing / welding gases & material)
- 11. This warranty does not include damage due to freezing conditions, negligence or abuse, installations in corrosive environments or atmospheres, nor acts of God.
- 12. There are no implied warranties of merchantability or fitness for a particular purpose that apply to this product. Under no circumstances shall the Manufacturer be liable for any loss, damage, or injury, whether direct, consequential or incidental, arising out of the use or inability to use this product.
- 14. In addition, each pool / spa has its own individual requirements. This limited warranty does not warrant that this product will supply 100% of those requirements. This includes heating or cooling requirements for heat pump products.
- 15. No dealer, distributor, or other similar person has any authority to make or extend any warranties or representations concerning Manufacturer's products beyond the express terms contained herein. Manufacturer assumes no responsibility for any warranties beyond the expressed terms contained in this limited warranty. Customer releases and holds Manufacturer harmless from any claims stemming from any unauthorized representations.
- 16. This limited warranty is for product installed and used in swimming pools and spas only. Installation and use in any other application voids this warranty unless specifically authorized by the Manufacturer.
- 17. The foregoing limited warranty gives the Customer specific legal rights that may vary from state to state, and accordingly, some of the listed conditions and exclusions may not apply to Customers living in certain states. Any dispute between Customer and Manufacturer will be settled by binding arbitration, conducted in Trois-Rivieres, Quebec, Canada