

Limited Warranty

Infinity Living High Efficiency Heat Pump Systems

InfinityLiving.com/Warranty

Infinity Living Warranty Certificate			
Equipment Owner's Name			
Installation Date			
Installation Address			
Equipment Owner Address if Different from Above			
Installation Application	☐ Standard Residential ☐ Multi-Family ☐ Commercial		
Installer Name and Contact Information			
Installer EPA Certificate Number			
Model Numbers Serial Numbers			
Condenser	Condenser		
#1	#1		
#2	#2		
#3	#3		
#4	#4		
#5	#5		

Warranty Period:

Infinity Living High Efficiency Heat Pump Systems have a standard limited warranty of a 5 year parts and 5 year compressor warranty from the date of purchase. If registered within 90 days of a residential installation, Infinity Living systems will be upgraded to an extended warranty consisting of a 10 year parts and 10 year compressor warranty from the date of initial installation for the original registrant. This warranty is nontransferable. and only applies to the original registered owner and location. The warranty will be upheld when the unit has a system failure that has been deemed a factory defect by a factory authorized, EPA-certified contractor and the diagnosis is approved by Infinity Living. The warranty can either be mailed in to Infinity Living directly or can be registered online at https://Infinity Living.com/warranty-registration/. If registered, all warranties begin on the initial installation date. If unregistered, all warranties begin at the date of manufacturing.

Warranty Period		
Warranty Type	Registered	Unregistered
Parts	10	5
Compressor	10	5

Stipulations/Requirements for Extended Warranty:

- Original owner must register the unit at the above web address.
- Proper installation Warranty applies only to systems that are installed according to the installation instructions*, and in accordance with all applicable electrical codes and permits.*State certified or licensed HVAC contractor is not required for warranty registration on the EZ Connect units. (Always check your local laws.)
- Warranty only applies to products remaining at their original installation address.
- Defective parts must be returned to the distributor through a registered servicing dealer for credit.
- This warranty is non-transferable and assigned to the original, registered owner named in the Product Registration.
- In the event of compressor failure, a certified HVAC technician must perform diagnostic tests to confirm (customer is responsible for any costs associated with diagnosis or testing). Proof of this diagnosis (ex: invoice) must be available to be sent to Infinity Living for verification purposes if requested.

Warranty Resolution Process:

In order for any warranty situation to be resolved, the following process must be followed:

- 1. AN EPA-certified contractor must diagnose the equipment and provide a diagnosing procedure, part number or part description that is needed, and the model and serial number(s) of the system in question. Infinity Living may also request an original installation invoice at its discretion. This information will need to be submitted to Infinity Living before a replacement part is sent out.
- 2. At the discretion of Infinity Living, when all documentation is submitted, an Infinity Living technician may elect to reach out to the equipment owner and/or the contractor diagnosing the equipment to attempt to resolve the situation without replacement part(s). This is in an attempt to eliminate part lead times and extensive costs to the equipment owner.
- 3. Once the warranty paperwork is accepted by Infinity Living, a representative will reach out to the system's owner and ask for payment information at the discretion Infinity Living as a representative reviews the documentation. If requested, this payment method will be used to pay for shipping and for the part(s) diagnosed as needed on the Infinity Living system.

- 4. Once the faulty part(s) are sent to Infinity Living, they will be tested to ensure the issue is a result of a factory fault. If the part(s) are deemed faulty, the amount paid for the part will be reimbursed. Round trip shipping and any labor associated with the diagnosing and part(s) replacement process will not be reimbursed. Infinity Living maintains the right to refuse reimbursements for any reason except where prohibited, including but not limited to the conditions provided in this document.
- 5. Replacement part(s) will be shipped to the owner, dealer, or factory-authorized, EPA-certified contractor at the discretion of Infinity Living.

Infinity Living Limited Warranty Conditions:

The Infinity Living Limit Warranty only applies if the following conditions are met:

- 1. To obtain the extended warranty periods for residential applications, the product must be registered online or by mailing the completed Warranty Certificate to Infinity Living within 90 days of original equipment installation. In jurisdictions where warranty benefits conditioned on registration are prohibited by law, registration is not required and the extended warranty period will be applied if it is for a residential application.
- 2. If the original installation date is not verifiable, then the Limited Warranty period begins 90 days after the product manufacturing date. This will be determined by the model and serial number of each product.
- 3. For subsequent owners of the equipment, the length of the Limited Warranty shown in Figure 1 for subsequent owners will be upheld without the need for further product registration.
- 4. For non-residential applications of the equipment, the length of the Limited Warranty shown in Figure 1 for non-residential applications will be upheld without the need for further product registration.
- 5. The equipment must be part of an Infinity Living-certified system pairing and every system must be operated in complete structures.
- 6. The installation must be in compliance to your state and local installation codes. Installations must follow all Infinity Living installation guidelines as specified in each product's designated Infinity Living installation manuals. Failure to follow these guidelines and installation codes may result in any warranty remaining unfulfilled, the installation may fail any potential building inspection that the equipment may be subject to, or improper installation may endanger the equipment or occupants of the dwelling where the equipment is installed.
- 7. All Infinity Living equipment must be operated following the equipment's designated owner's manual and cannot be misused.
- 8. All Infinity Living equipment must have an intact faceplate with its specifications, model number, and serial number still legible. If the equipment is not in this condition, both the standard and extended warranties are void.
- 9. Upon request, Infinity Living reserves the right to request subsequent information such as service and maintenance records of all equipment on the warrantied system, including but not limited to proof of a minimum of a once-a-year maintenance plan.
- 10. Warranties will only be applicable to products installed at their original installation location and reinstalled equipment will not be covered by any warranty at the discretion of Infinity Living.
- 11. Defective parts must be returned to Infinity Living through a servicing dealer or contractor to receive a reimbursement (if applicable).
- 12. Infinity Living electric heater accessories installed in residential applications hold a 5 year limited warranty from their installation date.
- 13. Infinity Living products must be installed in the United States for the Limited Warranty to be upheld.
- 14. Infinity Living is not responsible for any delay or extended lead time for parts for any reason whatsoever.
- 15. All implied warranties of merchantability and fitness for a particular use or purpose are limited in duration to the period for which the Limited Warranty is specified except in jurisdictions where limitations on implied warranties are prohibited.

Infinity Living Warranty Arbitration Clause:

Please review this arbitration clause as it affects your legal rights:

- 1. Parties: This arbitration clause affects your rights against Infinity Living and any of its agents, affiliates, contractors, employees, successors, or technicians.
- 2. Arbitration Requirement: Except as stated below, any dispute between you and any of us shall be decided by neutral, binding arbitration rather than by court or by jury trial.
- 3. Class-Arbitration Waiver: Arbitration is handled on an individual basis and if a dispute is arbitrated, you and Infinity Living expressly waive any right to participate as a class representative or class member on any class claim you may have against Infinity Living or thatInfinity Living has against you. You and Infinity Living also waive the right to class arbitration or any consolidation of individual arbitration.
- 4. Small Claims Court Option: You may elect to litigate any dispute and Infinity Living in small claims court instead of arbitration if the dispute meets all requirements to be heard in a small claims court.
- 5. Governing Law: For residents of the United States, the procedures and effect of any arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) instead of state law. The law governing your substantive warranty rights and other claims will be the law of the state from which you purchased your unit. Any court having jurisdiction may enter judgment on the

- arbitration award.
- 6. 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 the American Arbitration Association (1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. 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.
- 7. 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.
- 8. Costs of Arbitration: Each party is responsible for its own attorney, expert, and other fees unless the jurisdiction's law requires otherwise.
- 9. Survival and Enforceability of this Arbitration Clause: This Arbitration Clause shall survive the expiration, termination, or any transfer of the warranty on the equipment provided by Infinity Living. 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 Limited Warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under the Limited 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.

This warranty gives you specific legal rights. You may have other rights which vary on jurisdiction.

Infinity Living is not liable for any death or injury resulting from improper installation or misuse of its products.

The express warranties made in this Limited Warranty are exclusive and may not be altered, enlarged, or changed by any distributor, dealer, or other person, whatsoever.