

LIMITED CUSTOMER WARRANTY

Name of Installed System/Unit: AC Drain Line, Model - _____ (“Equipment”)

Contractors _____ Installer Name _____

Job Completion Date: _____ Phone: _____

Job/Invoice Number: _____

Customer Name: _____ (“Customer”)

Address: _____

Phone : _____ E-MAIL _____

THIS LIMITED CUSTOMER WARRANTY (“Warranty”) is provided by AC Drain, LLC (“AC Drain”), a Kentucky corporation with a principal place of business at 125 Citizens Blvd. Simpsonville, Kentucky 40067, under the terms and conditions set forth expressly as follows:

Terms and Conditions

I. **SCOPE OF WARRANTY.** AC Drain’s sole and specific obligation to Customer under this Warranty shall be to reimburse Customer, subject to the Warranty Cap defined below in Section 3, for any home insurance deductible expense incurred by Customer as a result of damage caused by the Equipment’s failure to adequately prevent algae or other bio-growth blockages of Customer’s air conditioner drain lines. AC Drain reserves the right to examine the Equipment to determine whether any alleged Equipment damage triggers this Warranty obligation, and final determination of whether the alleged damage triggered the limited warranty obligation lies solely with AC Drain. No statement or recommendation made by an AC Drain representative, dealer or agent to Customer shall constitute a warranty by AC Drain or a waiver or modification to any of the provisions herein, or otherwise create any further liability or obligation for AC Drain beyond those expressly and specifically set forth herein.

II. **WARRANTY TERM.** The term of this Warranty is a ten-year period beginning on the date that is one (1) year after the Job Completion Date and ending on the date that is eleven (11) years after the Job Completion Date (the “Warranty Term”).

III. **MAXIMUM WARRANTY COVERAGE AMOUNT.** The amount of the total aggregate home insurance deductible reimbursement payment(s) from AC Drain to Customer under this

Warranty during the Warranty Term shall not exceed two thousand dollars (\$2,000.00) (the "Warranty Cap").

IV. CONDITIONS FOR WARRANTY AND WARRANTY TERMINATION.

V. Routine Servicing of Equipment: Customer shall have the Equipment serviced for routine maintenance twice a year by a certified professional who is licensed to install, service and repair the Equipment. Notwithstanding anything set forth in Section 2 of this Warranty, if Customer fails to fulfill this obligation, then this Warranty automatically becomes null and void, and terminates without further action by AC Drain.

VI. Proof of Paid Home Insurance Deductible Expense. Customer shall produce satisfactory proof of any home insurance deductible payment that he/she made as a result of damage caused by the Equipment's failure to adequately prevent algae or other bio-growth blockages of Customer's air conditioner drain lines. If Customer fails to fulfill this obligation, then he/she is not entitled to a Warranty payment from AC Drain.

VII. **WARRANTY SERVICE PROVIDER(S)**. Any repairs or replacements to the Equipment must be performed by AC Drain or a certified professional licensed to repair, replace and service the Equipment. Unauthorized service, repair, replacement or other modification of the Equipment shall immediately void and terminate this Warranty, notwithstanding anything set forth in Section 2 of this Warranty.

VIII. **EXCLUSIONS**. This Warranty does not cover, and AC Drain shall not be responsible for the following, or damage caused by the following: (1) any Equipment that has been altered or modified in any way not approved by AC Drain in advance in writing; (2) any Equipment that has been operated under more severe conditions or beyond the rated capacity specified for that Equipment; (3) depreciation or damage caused by normal wear and tear, failure to follow operation or installation instructions, misuse, negligence or lack of proper protection during storage; (4) exposure to fire, moisture, water intrusion, electrical stress, insects, explosions, extraordinary weather and/or environmental conditions including, but not limited to lightning, natural disasters, storms, windstorms, hail, earthquakes, acts of God or any other force majeure event; (5) damage to any Equipment caused by any attempt to repair, replace, or service the Equipment by persons other than AC Drain or a AC Drain authorized service representative; (6) costs of normal maintenance parts and services; (7) damage sustained during unloading, shipment or transit of the Equipment; or (8) failure to perform the recommended periodic maintenance procedures listed in the Operator's Manual accompanying the Equipment. This Warranty also does not cover any component part not manufactured by AC Drain or any equipment failure that is determined to be caused or otherwise attributable to a component part not manufactured by AC Drain.

IX. **MANDATORY CUSTOMER WARRANTY ENFORCEMENT PROCEDURES**. To be eligible and maintain eligibility for warranty service and fulfillment, Customer must: (a) report the Equipment defect to AC Drain within the Warranty Term; (b) submit the Equipment purchase invoice to establish ownership and date of purchase; and (c) make the Equipment available to AC Drain or an authorized AC Drain service representative for inspection to determine eligibility for coverage under this Warranty.

X. **DISCLAIMER OF IMPLIED WARRANTIES AND OTHER REMEDIES**. EXCEPT AS EXPRESSLY STATED HEREIN (AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE

LAW), AC DRAIN HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY, PERFORMANCE OR FREEDOM FROM DEFECT OF THE EQUIPMENT COVERED BY THIS WARRANTY. AC DRAIN FURTHER DISCLAIMS ALL IMPLIED INDEMNITIES. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES, SO THE ABOVE-REFERENCED EXCLUSION OF WARRANTIES MAY NOT APPLY.**

XI. LIMITATION OF LIABILITY.

TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, AC DRAIN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF GOODWILL, DIMINUTION OF VALUE, WORK STOPPAGE, INTERRUPTION OF BUSINESS, RENTAL OF SUBSTITUTE EQUIPMENT, OR OTHER COMMERCIAL LOSS EVEN TO THE EXTENT SUCH DAMAGES WOULD CONSTITUTE DIRECT DAMAGES), WITH RESPECT TO THE COVERED AC DRAIN EQUIPMENT, OR OTHERWISE IN CONNECTION WITH THIS LIMITED WARRANTY, REGARDLESS OF WHETHER AC DRAIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IT IS UNDERSTOOD THAT AC DRAIN'S TOTAL MAXIMUM LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED TWO THOUSAND DOLLARS (\$2,000.00) IN THE AGGREGATE DURING THE WARRANTY TERM, AND THE ISSUANCE OF A REIMBURSEMENT PAYMENT TO CUSTOMER FOR HIS/HER HOME INSURANCE DEDUCTIBLE EXPENSE, IS CUSTOMER'S ENTIRE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY.

CUSTOMER UNDERSTANDS AND EXPRESSLY AGREES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE PART OF THE CONSIDERATION IN THE PRICE OF THE AC DRAIN EQUIPMENT YOU PURCHASED.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE-REFERENCED EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES MAY NOT APPLY.

XII. GOVERNING LAW, JURISDICTION AND VENUE. This Warranty is made under and is to be governed by the laws of the Commonwealth of Kentucky. Disputes and litigation concerning this Warranty shall be adjudicated by the state district courts of Jefferson County Kentucky, with the state district courts of Kentucky having sole and exclusive jurisdiction over aforementioned disputes or litigation.

XIII. **SUCCESSORS AND ASSIGNS.** Customer may not assign this Warranty to any third party without first obtaining the express written consent of AC Drain.

XIV. **INVALIDITY OR ILLEGALITY.** Should any provision of this Warranty be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

XV. **CONSTRUCTION.** Unless the context clearly provides otherwise, the use of the singular or plural in this Agreement shall include the other and the use of any gender shall include all others. Unless otherwise expressly provided, the word “including” does not in any manner limit the preceding words, terms or phrases. The headings in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

Signature:

Brian Desilets, Manager
AC Drain, LLC