

International Comfort Products, LLC Limited Warranty Certificate

Covered Products: Observer™ Communicating Wall Control (thermostat) (See Chart Below)

For service or repair:

Contact a qualified HVAC dealer or service technician of your choice. For help finding a dealer of your brand of equipment, go to www.icpusa.com.

Product registration: You can register your product at www.icpusa.com/productregistration or by completing and mailing the product registration form included with the unit.

Fill in the installation date, model and serial number of the unit in the space provided below and retain for your records.

Model No. _____	Serial No. _____
Date of Installation _____	Installed by _____
Name of Owner _____	Address of Installation _____

International Comfort Products, LLC (“ICP”) warrants this product against failure due to defect in materials or workmanship under normal use and maintenance as follows. All warranty periods begin on the date of original installation and are for the duration, in years, listed below. If a part fails due to defect during the applicable warranty period ICP will provide a new or remanufactured part, at ICP’s option, to replace the failed defective part at no charge for the part. Alternatively, and at its option, ICP will allow a credit in the amount of the then factory selling price for a new equivalent part toward the retail purchase price of a new ICP product. Except as otherwise stated herein, those are ICP’s exclusive obligations under this warranty for a product failure. All warranties in this document are subject to all provisions, conditions, limitations and exclusions listed below and on the reverse of this document.

OWNER-OCCUPIED SINGLE FAMILY RESIDENTIAL APPLICATIONS

This warranty is to the original purchaser. The duration of the warranty, in years, is as listed in the table below. Only the first five years of “parts” coverage is transferable, and only as stated below and in the Conditions on the reverse.

No Hassle Replacement™ limited warranty – Available on qualifying models only, see chart below for list of covered models and duration of warranty. Available to original purchaser in owner-occupied single family residential applications only, and is non-transferable. If the wall control (thermostat) fails due to defect during the applicable No Hassle Replacement limited warranty time period, a one-time replacement with a comparable ICP unit will be provided. This unit replacement warranty is in addition to the standard parts warranty. Proof of purchase and installation date will be required. No Hassle Limited Warranty replacements are subject to review and verification by an ICP representative. The remaining balance of the original unit’s standard warranty will be transferred to the replacement unit. This limited warranty is subject to all provisions, conditions, limitations and exclusions listed below and on the reverse of this document.

Product Family	Warranty Period in Years		
	No Hassle†	Parts	
	Original Owner	Original Owner	Subsequent Owners
TSTAT0101SC	10	5 or 10*	5

†See warranty Conditions on reverse

*If properly registered within 90 days after original installation, parts are warranted for a period of 10 years to the original purchaser. Otherwise, parts warranty is 5 years (except in California and Quebec, where registration is not required to obtain longer warranty periods).

OTHER APPLICATIONS (NOT OWNER-OCCUPIED SINGLE FAMILY RESIDENTIAL APPLICATIONS)

The warranty period is one year on all parts and is non-transferable.

LEGAL REMEDIES - The owner must notify the Company in writing, by certified or registered letter to ICP, Warranty Claims, P.O. Box 4808, Syracuse, New York 13221, of any defect or complaint with the product, stating the defect or complaint and a specific request for repair, replacement, or other correction of the product under warranty, mailed at least thirty (30) days before pursuing any legal rights or remedies.

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CONDITIONS:

The Limited Warranty only applies if the following conditions are met:

1. To obtain a limited warranty period longer than five years to the original owner, qualifying product must be registered within ninety (90) days of original installation. Register at www.icpusa.com/productregistration, or by completing and mailing the product registration form included with the unit. In jurisdictions where warranty terms conditioned on registration are prohibited by law, registration is not required and the warranty will be 10 years.
2. If the original installation date cannot be verified, then the warranty period begins ninety (90) days from the date of product manufacture (as indicated by the model and serial number). Where a product is installed in a newly constructed home, the date of installation is the date the original homeowner purchased the home from the builder.
3. The remainder of the first five years of parts warranty is transferable to subsequent owners, but such coverage terminates on the 5 year anniversary of the original installation of the product
4. Proof of purchase may be required at time of service.
5. The unit must be installed, and warranty work must be performed, by a licensed dealer or contractor.
6. The unit must be installed in accordance with ICP's installation instructions and in compliance with local codes. Improper installation may endanger the occupants of the dwelling or damage the product.
7. The unit must be operated in accordance with ICP's owner's manual provided with each unit. The product must not be misused.
8. The unit's rating plate must not be removed or defaced.
9. Proof must be supplied that the equipment has been properly maintained over the life of the warranty, i.e., a minimum of once-a-year maintenance.
10. The unit must be installed and located in the continental U.S.A., Alaska, Hawaii, Puerto Rico, or Canada.
11. Warranties apply only to products installed in their original installation location.
12. Defective parts must be returned to the distributor through a servicing dealer for credit.
13. The No Hassle Replacement limited warranty applies only if the following conditions are met:
 - a. Claimant must be the original purchaser of the product.

LIMITATIONS OF WARRANTIES – All implied warranties (and implied conditions in Canada) including implied warranties or conditions of merchantability and fitness for a particular use or purpose are hereby limited in duration to the period for which the limited warranty is given and applies. Some states or provinces do not allow limitations on how long an implied warranty or condition lasts, so this limitation may not apply to you. The express warranties made in this warranty are exclusive and may not be altered, enlarged, or changed by any distributor, dealer, or other person, whatsoever.

THIS WARRANTY DOES NOT COVER:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either failed parts, or replacement parts, or new units.
2. Normal maintenance as outlined in the installation and servicing instructions or owner's manual including coil cleaning, filter cleaning and/or replacement, and lubrication.
3. Damage or repairs required as a consequence of improper shipping or handling, faulty installation, misapplication, abuse, improper servicing, unauthorized alteration, and/or improper operation.
4. Failure to start due to voltage conditions, blown fuses, open circuit breakers or other damages due to the inadequacy or interruption of electrical service.
5. Failure or damage as a result of floods, winds, fires, lightning, accidents, corrosive environments (except for coastal rated units in coastal environments), rust and wear, or other conditions beyond the control of ICP.
6. Parts not supplied or designated by ICP, or damages resulting from their use.
7. Electricity or fuel costs or increases in electricity or fuel costs from any reason whatsoever including additional or unusual use of supplemental electric heat.
8. **Any special, indirect, or consequential property or commercial damage of any nature whatsoever.** Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.
9. Refrigerant or any costs related thereto.
10. Any product purchased on the internet.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

In the USA:
International Comfort Products, LLC
650 Heil – Quaker Avenue
P.O. Box 128
Lewisburg, Tennessee 37091
(931) 270-4100

In Canada:
International Comfort Products
Division of UTC Canada Corporation
6060 Burnside Court, Unit 1
Mississauga, Ontario L5T 2T5
(905) 795-8113

Manufacturers of Airstream®, Arcoaire®, Climette®, Comfortmaker®, Day & Night™, Dettson®, Heil®, ICP Commercial®, Keeprite®, Maratherm®, Tempstar® and other quality brand name private label products.

401 06 4401 00 October 2011