

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRPWho Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of the controller, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to controllers installed in buildings other than residences. Different warranties apply to controllers installed in owner-occupied residences and in residences not occupied by the owner.

What Controllers Does This Warranty Not Cover?

This warranty does not apply to:

- Controllers that are ordered over the Internet, by telephone, or by other electronic means unless the controller is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Controllers that are installed outside the United States, its territories, or Canada.
- Controllers that are installed in residential buildings.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.

- Damage or the need for repairs arising from the use of components or accessories not compatible with this controller.
- Normal maintenance as described in the installation and operating manual.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the controller to function due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the controller that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the Controller is originally installed.
- (2) If the date the controller is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 1 YEAR.

This warranty period does not continue after the controller is removed from the location where it was originally installed.

The replacement of a controller under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement controller only for the period remaining in the applicable warranty that commenced on the installation date.

www.daikincomfort.com

For further information about this warranty, contact Daikin by mail to 19001 Kermier Road, Waller, Texas 77484.



Part No. PWDAYQ
9/2017

© 2017 **DAIKIN NORTH AMERICA LLC**

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement controller, without charge for the controller only, to replace any controller that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement controller is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the controller.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A CONTROLLER, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the controller, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the controller.

To receive a replacement controller, a licensed contractor must bring or ship (with prior authorization) the defective controller to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. *Parties:* This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.

2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this controller, any warranty upon the controller, or the controller's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.
3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

6. *Governing Law:* For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your controller. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your controller. Any court having jurisdiction may enter judgment on the arbitration award.
7. *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. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). 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.
8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).
10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your controller. 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 warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this 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.

NON-OWNER OCCUPIED RESIDENCE WARRANTY

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of the controllers, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to controllers installed in residences not occupied by the owner. Different warranties apply to controllers installed in owner-occupied residences and in commercial properties.

What Controllers Does This Warranty Not Cover?

This warranty does not apply to:

- Controllers that are ordered over the Internet, by telephone, or by other electronic means unless the controller is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Controllers that are installed outside the United States, its territories, or Canada.
- Controllers that are installed in buildings other than residences not occupied by the owner, such as non-residential buildings or owner-occupied residences.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

THIS WARRANTY IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES, WHETHER BY DAIKIN OR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this controller.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.

- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the controller to function due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the controller that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of two dates:

- (1) The installation date is the date that the controller is originally commissioned, but no later than 18 months after the manufacture date noted on the controller's rating plate.
- (2) If the date the controller is originally commissioned cannot be verified, the installation date is three months after the manufacture date.

How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 1 YEAR.

This warranty period does not continue after the controller is removed from the location where it was originally installed.

The replacement of a controller under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement controller only for the period remaining in the applicable warranty that commenced on the installation date.

What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement controller, without charge for the controller only, to replace any controller that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement controller is Daikin's only responsibility under this warranty.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES.

Part No. PWDAYQ
9/2017

© 2017 **DAIKIN NORTH AMERICA LLC**

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the controller.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A CONTROLLER, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY.

How Can The Owner Receive Warranty Service?

If there is a problem with the controller, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the controller.

To receive a replacement controller, a licensed contractor must bring or ship (with prior authorization) the defective controller to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT:** EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL. "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this controller, any warranty upon the controller, or the controller's condition. It also includes determination of the

scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.

3. **CLASS-ARBITRATION WAIVER:** ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
4. **Discovery and Other Rights:** Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION:** YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.
6. **Governing Law:** For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your controller. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your controller. Any court having jurisdiction may enter judgment on the arbitration award.
7. **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

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

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. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). 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.

8. *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 or, for Canadian residents, in the province in which you reside.

9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

10. *Survival and Enforceability of this Arbitration Clause:* This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your unit. 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 warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this 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.

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

Who Is Providing The Warranty?

This warranty is provided to you by Daikin North America LLC ("Daikin"), which warrants all parts of the controller, as described below.

To What Type Of Installations Does This Warranty Apply?

This warranty applies to controllers installed in owner-occupied residences. Different warranties apply to controllers installed in residences not occupied by the owner and in commercial properties.

What Controllers Does This Warranty Not Cover?

This warranty does not apply to:

- Controllers that are ordered over the Internet, by telephone, or by other electronic means unless the controller is installed by a dealer adhering to all applicable federal, state, and local codes, policies, and licensing requirements.
- Controllers that are installed outside the United States, its territories, or Canada.
- Controllers that are installed in buildings other than owner-occupied residences, such as non-residential buildings or residences not occupied by the owner.

What Problems Does This Warranty Cover?

This warranty covers defects in materials and workmanship that appear under normal use and maintenance.

Other Warranties

This warranty is in lieu of all other express warranties. **ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF DAIKIN, WHETHER OR NOT SUCH AFFILIATE IS THE MANUFACTURER OF THIS CONTROLLER, GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS CONTROLLER.**

Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to you.

What Problems Does This Warranty Not Cover?

Daikin is not responsible for:

- Damage or repairs required as a consequence of faulty installation or application.

- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Daikin's control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this controller.
- Normal maintenance as described in the installation and operating manual, such as cleaning of the coils, filter cleaning and/or replacement, and lubrication.
- Parts or accessories not supplied or designated by the manufacturer.
- Damage or the need for repairs resulting from any improper use, maintenance, operation, or servicing.
- Damage or failure of the controller to function due to interruption in electrical service or inadequate electrical service.
- Any damage caused by frozen or broken water pipes in the event of equipment failure.
- Changes in the appearance of the controller that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.

When Does Warranty Coverage Begin?

Warranty coverage begins on the "installation date." The installation date is one of three dates depending on the circumstances of purchase:

- (1) For controllers installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For controllers installed in existing residences, the installation date is the date that the controller is originally commissioned, but no later than 18 months after the manufacture date noted on the controller's rating plate.
- (3) If the date the owner purchases the residence from the builder or the date the controller is originally commissioned cannot be verified, the installation date is three months after the manufacture date noted on the controller.

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 1 YEAR.

This warranty period does not continue after the controller is removed from the location where it was originally installed.

The replacement of a controller under this warranty does not extend the warranty period. In other words, Daikin warrants a replacement controller only for the period remaining in the applicable warranty that commenced on the installation date.

What Will Daikin Do To Correct Problems?

Daikin will furnish a replacement controller, without charge for the controller only, to replace any controller that is found to be defective due to workmanship or materials under normal use and maintenance. Furnishing of the replacement controller is Daikin's only responsibility under this warranty and the furnishing of the replacement controller is the owner's only remedy.

THE OWNER AGREES THAT THESE REMEDIES ARE THE OWNER'S EXCLUSIVE REMEDIES FOR BREACH OF ALL WARRANTIES, EXPRESS OR IMPLIED.

What Won't Daikin Do To Correct Problems?

Daikin will not pay for:

- Labor, freight, or any other cost associated with the service, repair, or operation of the controller.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electric heat.
- Lodging or transportation charges.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER DAIKIN NOR ANY OF ITS AFFILIATES (INCLUDING BUT NOT LIMITED TO ANY AFFILIATE THAT IS THE MANUFACTURER OF THIS CONTROLLER) SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF A CONTROLLER, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

How Can The Owner Receive Warranty Service?

If there is a problem with the controller, contact a licensed contractor. If there is a problem with the controller, contact a licensed contractor. Any claim under this warranty must be made within 45 days after the occurrence of a problem with the controller.

To receive a replacement controller, a licensed contractor must bring or ship (with prior authorization) the defective controller to a Daikin heating and air conditioning products representative or distributor.

For more information about the warranty, write to Daikin, 19001 Kermier Road, Waller, Texas 77484.

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

Quebec Residents

The arbitration provisions of this warranty shall not apply to residents of Quebec.

Where Can Any Legal Remedies Be Pursued?

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS

1. **Parties:** This arbitration clause affects your rights against Daikin and any of its affiliates or employees or agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
2. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of this controller, any warranty upon the controller, or the controller's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.
3. **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US OR WE AGAINST YOU, OR AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY. YOU AND WE ALSO WAIVE ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

4. *Discovery and Other Rights:* Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
5. **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
6. *Governing Law:* For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your controller. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your controller. Any court having jurisdiction may enter judgment on the arbitration award.
7. *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. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). 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.
8. *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 or, for Canadian residents, in the province in which you reside.
9. *Costs of the Arbitration:* Each party is responsible for its own attorney, expert, and other fees unless applicable law requires otherwise. Daikin will pay your share of the fees charged by the arbitration organization and arbitrator(s) beyond the first \$200. Where permissible by law, you may be required to reimburse Daikin for the fees of the arbitration organization and arbitrator(s) in whole or in part by decision of the arbitrator(s) at the discretion of the arbitrator(s).

Models: BRC, BRP, DAM, DCM, DCS, DEC, DMS, DST, DTA, KRC, KRP

10. Survival and Enforceability of this Arbitration Clause: This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your controller. 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 warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of

class-action rights under this 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.