



EG4® Mini-Split Warranty Document

Congratulations on your purchase. EG4 Electronics LLC (“EG4”) offers a 5-year Limited Product Replacement Warranty (“Limited Warranty”) from the date of the original mini-split purchase. Below is a summary of the Limited Warranty terms, conditions, and exclusions.

I. Limited Warranty Terms & Conditions

The following terms and conditions govern this Limited Warranty

- A. Applicability:** This Limited Warranty applies exclusively to the following EG4 certified products:
- EG4 9k Mini-Split 9000BTU Air Conditioner/Heat Pump
 - EG4 12k Mini-Split 12000BTU Air Conditioner/Heat Pump
 - EG4 12k Hybrid Solar Mini-Split 12000BTU AC/DC Air Conditioner/Heat Pump
 - EG4 24k Hybrid Solar Mini-Split 24000BTU AC/DC Air Conditioner/Heat Pump
- B. Limitation of Liability:** EG4’s total liability pursuant to this Limited Warranty shall not exceed the product’s original purchase price.
- C. Limited Warranty Period – Five Years:** The Limited Warranty is valid for a period of five (5) calendar years, beginning on the date of the original purchase (“Limited Warranty Period”).
- D. Limitation of Actions – Two Years:** Notwithstanding any applicable statutes of limitations, any and all claims or actions arising from or related to this Limited Warranty must be brought within two (2) years from the date the cause of action accrues. Any and all such claims or actions arising, discovered, or brought after expiration of this two-year period are forever barred irrespective of the cause of the delay.
- E. Requirement of Registration:** This Limited Warranty must be registered within the first year of purchase or provide proof of purchase from the EG4 authorized distributor to remain valid. If you choose not to register or cannot provide proof of purchase, this Limited Warranty is not valid. To register a product, please visit: [Warranty - EG4 Electronics](#).
- F. Requirement to Notify EG4 Prior to Lawsuit:** Customer shall not bring any legal or equitable action against EG4 arising from this Limited Warranty without first making written demand upon EG4; customer’s failure to provide such a written demand prior to filing suit shall be a complete and total defense from EG4 in any and all disputes arising from this Limited Warranty. Please send written demand to: Attn: EG4 Legal, 1130 Como Street S., Sulphur Springs, Texas 75482 or legal@energyaccessinnovations.com.
- G. Return Policy and Warranty Claims Procedure:** Contact your original place of purchase for details or see EG4’s website [Contact - EG4 Electronics](#).
- H. Shipping Costs:** EG4 will pay standard shipping costs for products returned and replaced pursuant to this Limited Warranty and located within the continental United States but customer shall pay all shipping costs for products returned and replaced outside of the continental United States, including Alaska, Hawaii, and all overseas territories.

- I. **Limited Warranty to Original Purchaser Only:** This limited warranty is to the original purchaser of the product only, except that the Limited Warranty may be transferred to a single transferee; the Limited Warranty is not transferable after transfer by the original purchaser.
- J. **Applicability of Limited Warranty to Parts Exchanges:** During the Limited Warranty Period, the Limited Warranty applies to all parts exchanges.
- K. **Choice of Law – Texas:** Any claims arising from this Limited Warranty, and this product generally, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.
- L. **Arbitration Agreement:** By asserting any claim arising under this Limited Warranty, customer agrees that any such claim or controversy shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- M. **Forum Selection:** Any and all claims not resolved through arbitration, including all claims relating to the validity of the Arbitration Agreement and enforcement of any arbitration award must be brought solely and exclusively in either the 8th Judicial District of Texas (Hopkins County), the federal District Court for the Eastern District of Texas, or another court situated in Hopkins County, Texas (“Selected Forum”). Customer waives all objections to venue, jurisdiction, convenience or otherwise for the Selected Forum and specifically consents to the personal jurisdiction of the Selected Forum for any and all claims or controversies relating to the use an EG4 product.
- N. **Attorney’s Fees:** In any and all disputes arising from this Limited Warranty, the parties shall bear their own attorney’s fee and costs, irrespective of any finding of fault. This provision applies to cases and controversies resolved through any means of dispute resolution, including arbitration and through a court of law.
- O. **Class and Collective Action Waiver:** Any and all claims arising under this Limited Warranty shall be brought individually by the customer or customer’s first transferee, who specifically waive the right to bring a class or collective action against EG4 for any claim arising under this Limited Warranty
- P. **Force Majeure:** This Limited Warranty is automatically void and EG4 relieved of all liability arising from this Limited Warranty if natural disaster, an act of war or terrorism, riot, labor condition, governmental action, internet disturbance, or other similar unforeseeable occurrence outside of EG4’s control renders performance by EG4 unreasonable.
- Q. **Severability:** If any provision of this Limited Warranty shall be held or made invalid by court decision, statute, other law, or rule, the remainder of the Limited Warranty shall remain in full force and effect and shall not be affected thereby.

II. Exclusions

The following are specifically excluded from this Limited Warranty. All exclusions are to be construed broadly to include all similar occurrences or conditions.

- A. Products not purchased through an EG4 approved vendor. See website for list of approved vendors.**
- B. Products that have been removed from the original installation site.**
- C. Products that have been resold, except the Limited Warranty, shall apply to the first transferee of the original purchaser.**
- D. Products with a serial number that has been altered, defaced, or removed.**
- E. Damages incurred during installation, repair, maintenance, reinstallation or removal.**
- F. Damages caused by poor workmanship performed by an individual, installer, or a firm.**
- G. Damages caused by corrosive chemicals or inappropriate environmental exposure.**
- H. Damages such as cosmetic defects, dents, marks, scratches, discolorations, or other aesthetic changes that do not impact product functionality.**
- I. Damages caused by improper installation, repairs, maintenance, or operating outside the specified operating conditions.**
- J. Damages caused by modifying, altering, tampering and/or disassembly of the product.**
- K. Damages caused by using product in applications other than what the manufacturer intended, including the use of non-EG4 approved components or accessories that compromise product integrity.**
- L. Damages caused by lightning, fire, flood, earthquake, terrorism, riots, or acts of God.**
- M. Damages caused by improper installation or improper location of the condensation drain hose/holes, including but not limited to water damage to the home and property.**
- N. Damages or failures resulting from incorrect electrical current or voltage, including but not limited to failure to start or damages due to voltage conditions, blown fuses, open circuit breakers, or inadequate, unavailable, or interrupted electrical service (Internet service provider, mobile device carrier or home network connectivity).**
- O. Damages or failures caused by power surges, including but not limited to lightning, fluctuations, or interruptions of electrical power).**
- P. Damages caused by negligence, gross negligence, intentional act or recklessness of any person.**
- Q. Damages resulting from a failure to comply with any law or regulation.**
- R. Damages resulting from a failure to follow local, state, and federal electrical codes.**

- S. Damages resulting from fire.**
- T. Damages resulting from exposure or submersion in water.**
- U. Damages which are indirect or consequential, including but not limited to loss of revenue, profits, time, or business interruption.**
- V. Damages for any direct or indirect personal injury, including but not limited to loss of life, bodily injury, illness, or death arising from the misuse or mishandling of the product, whether caused by negligence or otherwise.**
- W. Damages resulting from failure to follow the user manual, installation guidelines and safety instructions provided by EG4 Electronics LLC.**

**PLEASE NOTE THAT ELECTRICAL SYSTEMS CAN BE DANGEROUS IF NOT PROPERLY HANDLED
– CONSULT PRODUCT MANUAL FOR SAFETY WARNINGS AND INFORMATION.**