



**NEXGEN**  
AIR CONDITIONING • HEATING • PLUMBING

## Lifetime Warranty

Model: APH16

### Who Is Providing The Warranty?

This warranty is provided to you by Nexgen Air Conditioning Heating and Plumbing (“Nexgen”), which warrants all parts of this heating or air conditioning unit, as described below.

### To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in owner-occupied residences. Different warranties apply to units installed in multi-family residences not occupied by the owner and in commercial properties.

### Is Registration Required?

No, but in order to qualify for lifetime replacement warranty you need to be part of the X Protection Family. Membership must be current and up-to-date.

### What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units that are installed in buildings other than owner-occupied residences, such as non-residential buildings or multi-family 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 BY NEXGEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS WARRANTY. NO AFFILIATE OF NEXGEN GIVES ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ON THIS UNIT. 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?

Nexgen is not responsible for:

- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Nexgen’s control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
- 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 unit to start 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 unit that do not affect its performance.
- Replacement of fuses and replacement or resetting of circuit breakers.
- Damage or the need for repairs resulting from the use of unapproved refrigerant types or used or recycled refrigerant.

### 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 units installed in a newly constructed residence, the installation date is the date the owner purchases the residence from the builder.
- (2) For units installed in existing residences, the installation date is the date that the unit is originally installed.
- (3) If the date the owner purchases the residence from the builder or the date the unit is originally installed cannot be verified, the installation date is three months after the manufacture date. The first four digits of the serial number (YYMM) on the unit indicate the manufacture date. For example, a serial number beginning with “1306” indicates the unit was manufactured in June 2013.

### How Long Does Warranty Coverage Last?

The warranty lasts for a period up to (1) 20 YEARS after the installation date for the heat exchanger and (2) 5 YEARS after the installation date for all other parts (the “Initial Term Warranty”).

Neither of these warranty periods continues after the unit is removed from the location where it was originally installed.

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

### What Will Nexgen Do To Correct Problems?

Nexgen will furnish a replacement part, without charge for the part only, to replace any part that is found to be defective due to workmanship or materials under normal use and maintenance.

Furnishing of the replacement part is Nexgen only responsibility under this warranty and the furnishing of the replacement part 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 Nexgen Do To Correct Problems?

Nexgen will not pay for:

- 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.
- Refrigerant.

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

### How Can The Owner Receive Warranty Service?

If there is a problem with the unit, contact Nexgen.

To receive a replacement part, contact Nexgen.

For more information about the warranty, contact Nexgen Customer Support by mail to 700 N. Valley St Unit K, Anaheim, California 92801.

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

## 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 Nexgen 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 heating or air conditioning unit, any warranty upon the unit, or the unit’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 unit. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your unit. 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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://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](http://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. Nexgen 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 Nexgen 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.

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OWNER NAME

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ADDRESS OF INSTALLATION

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CITY / STATE-PROVINCE / ZIP-POSTAL CODE

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INSTALLER NAME

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CITY / STATE-PROVINCE / ZIP-POSTAL CODE

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PHONE # / FAX #

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DISTRIBUTOR NAME

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CITY / STATE-PROVINCE / ZIP-POSTAL CODE

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PHONE # / FAX #

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OUTDOOR UNIT INSTALLATION DATE

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INDOOR UNIT MODEL # & SERIAL #

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INDOOR UNIT INSTALLATION DATE

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## What Problems Does This Warranty Cover?

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## Other Warranties

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## What Will Nexgen Do To Correct Problems?

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- Lodging or transportation charges.
- Refrigerant.

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## How Can The Owner Receive Warranty Service?

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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](http://www.adr.org)), JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, [www.jamsadr.com](http://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](http://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. Nexgen 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 Nexgen 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.

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PHONE # / FAX #

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OUTDOOR UNIT INSTALLATION DATE

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INDOOR UNIT INSTALLATION DATE

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## To What Type Of Installations Does This Warranty Apply?

This warranty applies to heating and air conditioning units installed in buildings other than residences. Different warranties apply to units installed in owner-occupied residences and in multi-family residences not occupied by the owner.

## What Units Does This Warranty Not Cover?

This warranty does not apply to:

- Units that are ordered over the Internet, by telephone, or by other electronic means.
- Units that are installed outside the United States, its territories, or Canada.
- Units that are operated in incomplete structures.
- Units 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 NEXGEN OR ANY OF ITS AFFILIATES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## What Problems Does This Warranty Not Cover?

Nexgen is not responsible for:

- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Nexgen’s control.
- Damage or the need for repairs arising from the use of components or accessories not compatible with this unit.
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- Changes in the appearance of the unit that do not affect its performance.
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## 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 unit is originally installed.
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## How Long Does Warranty Coverage Last?

The warranty lasts for a period up to 5 YEARS.

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

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

## What Will Nexgen Do To Correct Problems?

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

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OWNER NAME

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ADDRESS OF INSTALLATION

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CITY / STATE-PROVINCE / ZIP-POSTAL CODE

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INSTALLER NAME

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OUTDOOR UNIT INSTALLATION DATE

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INDOOR UNIT MODEL # & SERIAL #

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INDOOR UNIT INSTALLATION DATE