

For licensed HVAC technicians seeking troubleshooting or technical support, you can contact Everwell via email at customerservice@everwellparts.com or call their toll-free number at +1(800)226-9550.

The customer service hours are Monday through Friday, from 9:00 AM to 5:00 PM EST.

If you are not a licensed HVAC technician but need warranty assistance or have other troubleshooting questions, you can also contact Everwell using the same email address and phone number mentioned above. Note that troubleshooting support for non-licensed technicians may be limited or denied.

## To ensure efficient service, be prepared to provide the following details:

- Model and serial number of the equipment being serviced.
- Warranty Registration Certificate.
- · Homeowner's invoice clearly detailing Everwell equipment and date of purchase.
- The HVAC installer's EPA license number and/or Florida Department of Business and Professional Regulation license number.

## WARRANTY DETAILS:

- The Limited Warranty is valid in continental USA (except California) and Canada (except Quebec) when you have a valid Warranty Registration Certificate and purchase invoice.
- It is important to register the unit for the Limited Warranty within 60 days of installation at www.everwell-ac.com/warranty. If not registered within this time frame, the warranty will be void.
- The unit must be installed by an EPA licensed HVAC Technician to qualify for the Limited Warranty. Effective July 1st, 2024 in the State of Florida, legislation prohibits the conditioning of a Limited Warranty if the HVAC equipment is installed by a contractor licensed by the Florida Department of Business and Professional Regulation.
- Everwell is not responsible for the shipping and handling costs of replacement parts. This cost will be covered by the client, even if the unit has a valid Limited Warranty.
- Only credit card payments will be accepted for any charges related to warranty services.
- Make sure to keep your relevant documents and information handy when reaching out to Everwell for support or warranty claims.



SCAN to register your product for warranty within 60 days of installation at www.everwell-ac.com/warranty

Series	WITH Valid Warranty Registration				WITHOUT Warranty Registration			
	Control Remote	Coil	Parts	Compressor	Control Remote	Coil	Parts	Compressor
MGTC-20 & MGTCA-20	1 yr	1 yr	2 yr	5 yr	-	-	-	-
MKTH-16	1 yr	1 yr	2 yr	5 yr	-	-	-	-
MKTC-16	1 yr	1 yr	2 yr	5 yr	-	-	-	-
CAC-AHC-18	n/a	5 yr	10 yr	10 yr	n/a	1 yr	5 yr	5 yr



CAC-AHC-FAHC-15	n/a	5 yr	10 yr	10 yr	n/a	1 yr	5 yr	5 yr
Discontinued Models:								
METH-16	1 yr	1 yr	2 yr	5 yr	-	-	-	-
MGC-19	1 yr	1 yr	2 yr	5 yr	-	-	-	-
PTAC	-	-	-	-	n/a	5 yr	5 yr	5 yr
CAC-AHC-14	n/a	1 yr	10 yr	10 yr	n/a	1 yr	5 yr	5 yr
CVX-CXN-18	n/a	1 yr	10 yr	10 yr	n/a	1 yr	5 yr	5 yr

## LIMITED WARRANTY

#### Single & Multi Zone Mini Splits • Light Commercial Split Systems

Everwell's Limited Warranty applies only to products installed by a licensed HVAC technician.

## **PRODUCT REGISTRATION:**

Products must be registered for a Limited Warranty within 60 days of installation by a licensed HVAC technician. Products can be registered at www.everwell-ac.com/warranty.

## WARRANTY COVERAGE:

The Limited Warranty covers the parts of the products which may be defective due to the quality of the materials or workmanship, under normal use and proper maintenance. The Limited Warranty only includes the replacement of the parts and the compressor unless Everwell determines otherwise. The warranty is transferable upon the sale of the home, regardless of product registration, but does not extend any existing product warranty terms.

- In the case of a commercial application, the Limited Warranty covers up to 1 year of warranty from the installation date or seller invoice date.
- The parts included in the factory warranty are electrical and refrigeration cycle parts.
- Any remote controls included with our units have a 30-day warranty from the date of the invoice.
- In the case of the front, top and lateral panels, and any screws, the factory warranty only applies for 1 year.
- In the case of a coil leak the factory warranty is 45 days from the seller invoice date for mini split equipment, and 1 year from the seller invoice date for split system equipment.
- We will not replace any part or compressor unless has been examined by Everwell. If Everwell determines that the parts or the compressor are factory defective with a valid Warranty Registration Certificate, we will replace them free of charge. The compressor replaced will carry a warranty for the remaining of the original warranty period.

# WARRANTY BEGIN DATE:

The warranty begins on the date of the date of installation.

# WARRANTY END DATE:

Products that have not been registered as instructed above are not covered under the Limited Warranty. The warranty lasts for a period varying from product to product, as explained in the product page's Warranty tab and/or page 1 of our Warranty Terms.



# **REMAINING WARRANTY:**

Any part, component, or product that is replaced under the terms of the Limited Warranty, will be covered under the same warranty for the duration in which the original warranty for the product is applicable.

## WARRANTY PROCEDURE:

#### 1. Part Replacement:

Everwell will provide a new, like new or refurbished part at no charge for the part itself if it has been determined to have failed due to defects in materials or workmanship under standard use and proper maintenance, at the discretion of Everwell.

## 2. Shipping Costs:

The owner of the product is responsible for the payment of shipping costs for the replacement part. Everwell does not cover the shipping expenses. We reserve the right to a Court Charge.

## 3. Return of Failed Part:

Everwell reserves the right to request that the owner of the product returns the failed part before or after a replacement part is sent out. This is likely for quality control or warranty verification purposes.

## 4. On-Site Troubleshooting with a Licensed HVAC Technician:

Everwell recommends having a licensed HVAC technician on-site while troubleshooting with their Technical Support department. This allows for addressing observed symptoms, specific electrical and mechanical measurements, and any other detailed information that may be necessary for a proper diagnosis.

Having an EPA licensed technician present can help ensure that the troubleshooting process is accurate and effective. These policies are in place to ensure that warranty claims are handled efficiently and that the products are properly maintained and serviced by qualified professionals. Customers should be aware of their responsibilities regarding shipping costs and the involvement of licensed technicians in the troubleshooting process.

#### WARRANTY EXCLUSIONS: Everwell is not responsible for any warranty claim:

- 1. For equipment installed outside of the continental USA and Canada (except in the state of California, and the province of Quebec).
- 2. For equipment not installed and operated according to manufacturer's guidelines.
- 3. For equipment that has been removed from the original site of installation and reinstalled at another location.
- 4. If registration information cannot be verified (i.e., invalid license number or wrong information provided).
- 5. Regarding damage or repairs arising as a result of a faulty installation, inappropriate application, or improper use.
- Regarding damages or repairs arising from any external perils, out of Everwell's control, vandalism, acts of nature such as fires, storms, accidents, floods, broken or frozen water pipes, electrical surges, input power with under or overvoltage, lightning, or existence of corrosive substances nearby.
- 7. Regarding damages or repairs arising from the use of non-compatible parts, third-party components, alterations, modifications, or improper applications.
- 8. Regarding improper service or poor maintenance of the equipment, such as cleaning of all air filters, heat exchangers, fans, and blowers, in addition to any necessary lubrication of internal components and maintenance of external accessories.
- 9. Regarding changes that can be considered cosmetic, including but not limited to small fin damage, scratches on the unit cover, etc....
- 10. Regarding resetting of power or the circuit breakers and replacement of other types of fuses, both internal and external.
- 11. Regarding any damage caused by the use of dirty, recycled, or wrong type of refrigerants and lubricants.
- 12. Regarding damage due to moisture, air, dust, sand, dirt, etc., that have been allowed into the system.
- 13. Regarding damage caused by continuing use of the product after a malfunction has been noticed or indicated at the display module, through an error code.
- 14. Regarding damages or performance issues due to improper matching, product selection, under-sizing, over-sizing, improper installation, or misuse.



- 15. Regarding loss or replacement of refrigerant, lubricant, or oil.
- 16. Regarding any labor costs such as removing, servicing, or repairing the equipment.
- 17. Regarding any shipping and handling charges.
- 18. Regarding any damage caused during transit or shipping.
- 19. Regarding damages due to failure to comply with codes, standards, ordinances, and specifications of the governmental and industry institutions.
- 20. Accessories such as condensate pumps, line sets, and so forth are not covered.
- 21. The units are exposed to sea salt and are installed at a distance less than 300 meters (984 ft) from the seashore.
- 22. If preventive maintenance is not performed at least 2 times a year.
- 23. Everwell is not responsible for refrigerant recharging, nor damages or repairs resulting from the use of unapproved refrigerant types or used or reclaimed refrigerants.
- 24. Everwell does not warrant the temperature difference maintained between the inside and outside of the structure.

IN NO EVENT WILL EVERWELL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO EXTRA UTILITY EXPENSES OR DAMAGES TO PROPERTY.

# DOCUMENT(S) REQUIRED:

In order to honor a warranty, the end user must present the original invoice from the seller. The original invoice must include the model number, the serial number, and the date of installation. Plus, the HVAC installer's EPA license number.

## PRODUCT RETURNS:

All product returns are subject to a restocking fee. In the event of a product's return, all products must return in their original packaging, unopened. When returning a product do not modify any of the original pieces. This includes breaking any plastic, removing copper, or otherwise returning the product different from when you received it.

Any electrical replacement parts given to an end user or technician as part of a claim is not subject to warranty or returns.

## WARRANTY DISCLAIMER:

Equipment installation must be performed by An EPA certified air conditioning technician. Failure to comply will automatically avoid any warranty on the equipment or product. Everwell is not responsible for any personal injury, or any other damage caused or related to the incorrect installation of the equipment or the installation by a non-certified technician.

This Limited Warranty is not transferable. No person or entity is authorized to change the terms and conditions outlined in this Limited Warranty agreement in any respect, nor to create any additional obligations or liabilities for any party involved.

This warranty agreement supersedes all prior warranty agreements between the parties and constitutes the complete, final, and exclusive understanding of the parties with respect to the subject matter. All prior negotiations, representations, or promises, whether oral or written, of either party shall be deemed to have been merged herein.

If any part of this warranty agreement shall be invalidated for any reason, such part shall be deleted, and the remainder shall be unaffected and shall continue in full force and effect. This Limited Warranty provides you certain legal rights and you may also have other rights, which vary from State to State. Therefore, some of these limitations or exclusions may not apply to you.

States with Express and Implied Warranties: Products in states with Express and Implied Warranties do not need to be registered for Everwell Warranty. However, for Warranty support, a purchase invoice of the equipment should be provided.



# PURSUING LEGAL REMEDIES:

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

- 1. This arbitration clause affects your rights against Everwell and any of its employees, agents, affiliates, successors, or assignees, all of whom together are referred to below as "we" or "us" for the simplicity of reference.
- 2. ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISBUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL AND BINDING ARBITRATION, RATHER THAN ANY COURT OR BY TRIAL BY JURY. ARBITRATION WILL BE HANDLED ONLY ON AN INDIVIDUAL BASIS AND ALL PARTIES EXPRESSLY WAIVE; ANY RIGHTS TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER, ANY RIGHTS TO CLASS ARBIRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. THE ARBITRATOR WILL BE A MEMBER OF THE AMERICAN ARBITRATION ORGANIZATION. The meaning of "Dispute" has the broadest possible meaning allowable by law, including any controversy, claim, or other dispute, relating to or arising from the purchase of the product, any of the warranties upon the product, or the condition of the product, as well as the determination of the application or the scope of the Arbitration Clause itself. Rights to appeal and discovery are also limited in arbitration based on the rules of the arbitration organizations.
- 3. Governing Law: The effect and procedures of arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § et seq.) rather than any related state law. In case of any substantive warranty, your claims and rights under such substantive warranty will be governed by the applicable law of the state in which the Product was purchased.
- 4. Location of the Arbitration: Unless otherwise provided under the applicable law, the arbitration hearing will be conducted in the judicial district in Miami-Dade County, Florida.
- 5. Costs of Arbitration: Unless otherwise provided under the applicable law, each party will be responsible for its own costs' payable to the arbitration organization, and the costs of their attorneys, experts, or other fees.
- 6. Survival and Enforceability of the Arbitration Clause: This arbitration clause will survive the expiration or termination of this warranty agreement indefinitely.