

Terms and Conditions

This guarantee shall apply so long as: 1) the entire furnace and condensing unit is professionally tuned-up annually by a service technician; 2) all repairs recommended by Penguin Air Cooling & Heating are performed on the unit; 3) the system has been used solely for the purpose and under the conditions for which it was designed and has not been subjected to misuse, alteration, accident or abuse.

Only the manufacturer's warranty is provided on any parts or materials provided in connection with the work. Company's obligation for defective products and/or workmanship or any damage caused thereby, and Buyer's exclusive remedy, shall be limited to the replacement of any defective parts or workmanship and shall be conditioned upon Company receiving actual written notice of said defects within a warranty period(s) applicable.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SHALL NOT BE SUBJECT TO AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER