

LIMITED WARRANTY

Mitsubishi Electric CLIMAVENETA® Air-conditioning and Heat Pump Systems

(This warranty applies to purchases from and after April 1, 2020 from MESCA or a contractor described below)

1. This limited warranty is provided by MITSUBISHI ELECTRIC SALES CANADA INC. (“MESCA”) only to the original owner in Canada of this CLIMAVENETA Air-conditioning or Heat Pump equipment (the “Product”). It only covers equipment, controllers and accessories bearing the CLIMAVENETA trademark and sold by MESCA. Other equipment sold by MESCA is covered under a separate warranty. Any equipment, accessories and material not sold by MESCA are not covered under this warranty. In order for this limited warranty to apply, the original owner must have purchased the Product from and have had it installed by a contractor who is licensed for HVAC installation under the applicable federal or provincial laws in Canada (a “Licensed Contractor”). The Licensed Contractor must have installed the Product in accordance with (i) all applicable installation and building codes and permits; (ii) MESCA’s written installation and operating instructions; (iii) the “ELCA Technical Selection Document” created by MESCA and provided by MESCA to the distributor or contractor upon MESCA’s acceptance of the order for the Product; and (iv) good trade practices. Provided further, the Product shall: (v) operate in and in connection with an environment having conditions appropriate for the proper functioning of the Product, including the temperature and chemical composition, acidity and salinity of the air, water and any other fluids to which the Product may be exposed; (vi) be stored by the owner, Licensed Contractor or other third party in good conditions, (vii) not be modified by the owner or any third party without the written consent of MESCA. Subject to the foregoing and the limitations and exclusions set out below, if the Product is found to be defective in material or manufacturing workmanship, MESCA warrants that:

STANDARD WARRANTY:

For a period of one (1) year from the date of commissioning of the Product or 18 months from the date of shipment, whichever comes first, MESCA will provide the replacement part for a covered defective part without charge for the part. The replacement part may be new or equal to new and will be warranted to be free of defects in material and manufacturing workmanship for the remainder of the original one (1) year warranty period. The defective part must be returned to MESCA upon request in exchange for the replacement part and will become the property of MESCA. In order to validate this warranty, the Licensed Contractor must have submitted to the selling distributor and MESCA, a complete commissioning report in form and substance approved by MESCA and a warranty registration form for the Product, all within 10 calendar days of the date of commissioning of the Product.

EXTENDED WARRANTY:

If the following conditions (1) – (3) have been met, the warranty for covered parts will be extended from a period of (A) one (1) year from (i) the date of commissioning of the Product or (ii) 18 months from the date of shipment of the Product, whichever comes first, to (B) a period of five (5) years from (i) the date of commissioning of the Product, or (ii) 66 months from the date of shipment of the Product, whichever comes first:

- (1) a MESCA CLIMAVENETA Authorized Installer⁽¹⁾ (defined in Footnote (1) below) has installed the Product;
- (2) a MESCA CLIMAVENETA Authorized Commissioning Agent⁽²⁾ (defined in Footnote (2) below) has commissioned the Product;
- (3) a MESCA CLIMAVENETA Authorized Installer has maintained the Product in accordance with all maintenance requirements and according to the maintenance schedule provided in the CLIMAVENETA Installation, Operation and Maintenance Manual and has logged the maintenance record in the CLIMAVENETA Maintenance Report Form prescribed by MESCA.

All other terms and conditions of the Standard Warranty will remain the same.

At or before the time of purchasing the Product performing maintenance on the Product or commissioning the Product, the owner should confirm: (a) with the contractor whether it is a Licensed Contractor and a MESCA CLIMAVENETA Licensed Installer; (b) with the commissioning agent whether it is a MESCA CLIMAVENETA

Authorized Commissioning Agent; and (c) that it is familiar with the applicable maintenance requirements, made available on CLIMAVENETA.CA.

2. LABOUR AND SERVICES NOT INCLUDED. MESCA IS SELLING THE PRODUCT ONLY AND ITS SELLING PRICE DOES NOT INCLUDE THE COST OF ANY LABOUR OR OTHER SERVICES WHICH MAY BE REQUIRED IN CONNECTION WITH THE INSTALLATION, MAINTENANCE OR SERVICING OF THE PRODUCT. In particular, without limiting the generality of the foregoing, MESCA does not provide any inspection, diagnosis, disconnection, dismantling, service, maintenance, repair removal, replacement (other than the cost of providing an in-warranty replacement part), installation, services necessary to comply with local building and electrical codes, or shipment or handling of defective or replacement parts or complete Product, nor will it be responsible for the cost thereof, whether in warranty or out-of-warranty. All services, whether in-warranty or out-of-warranty, must be arranged by the owner directly with the contractor who is contracting or has contracted with the owner to install the Product or to another authorized contractor, dealer or distributor listed on MESCA's website at CLIMAVENETA.CA and the owner will be responsible for the payment of all charges in connection therewith. Some contractors may offer their own service warranty.

3. OWNER'S RESPONSIBILITIES. For items that are intended to be maintained or replaced by the owner as set out in the technical documentation accompanying the Product, the owner is solely responsible for maintaining, installing, replacing, disconnecting or dismantling the Product and parts at its cost in connection with owner-required maintenance. Parts specifically excluded from this limited warranty are consumables, including refrigerant, oil, remote control units, air filters, filter dryers, temperature probes, fuses, hinges, screws, belts, batteries, bulbs and any other consumables that are subject to normal wear and tear due to usage; and (b) compressors of Products forming part of a split-system, such split-system being a HVAC system comprising the Products and Non-CLIMAVENETA products. Please consult the applicable technical documentation enclosed with the Product for information regarding recommended maintenance.

MESCA recommends the owner to obtain specialist advice in selecting the Products for an application.

Without enlarging this warranty or limiting any restrictions or exclusions of this warranty provided herein in any manner whatsoever, it is the owner's responsibility to ensure that all relevant characteristics of the environment in which and in connection with which the Product shall operate, including the temperature and chemical composition, acidity and salinity of the air, water and any other fluids to which the Product may be exposed: (i) have been and shall be properly assessed; (ii) such assessments confirm that the Product selected, including heat exchangers, shall be fit for use in and in connection with the environment. By way of example and without limiting the foregoing, inadequately treated water used in connection with the Product may give rise to deposits of scale, sludge, corrosion and erosion, and impair or cease the Product's operation and shorten the Product's life.

4. IF A PROBLEM ARISES WITH THE PRODUCT DURING THE WARRANTY PERIOD, please first review the applicable technical documentation to ensure proper installation and correct customer control adjustment for the Product. If the problem persists, contact a contractor for service as set out below:

a. The owner should contact the contractor who installed the Product or another HVAC contractor, dealer or distributor listed on MESCA's website at CLIMAVENETA.CA and inform it of any defect in the Product within the applicable warranty time period.

b. Proof of the original date of commissioning of the Product by a Licensed Contractor is required when requesting warranty service. Present the commissioning report which shall establish and prove the date of commissioning. Absent such proof, this limited warranty shall be deemed to begin thirty (30) days after the date of sale of the Product by MESCA based on its sales records which shall be conclusive proof of such date of sale.

c. This limited warranty applies only while the Product remains at the site of original installation (except for mobile home installations) and only to Product installed within Canada.

5. THIS LIMITED WARRANTY DOES NOT COVER damage to property or personal injury, malfunction or failure of the Product, or damage to the Product or part thereof caused by or resulting from: (a) accident or negligence; (b) operation of the Product in a corrosive or wet environment containing chlorine, fluorine or any other hazardous chemicals; (c) installation, modification, alteration, repair or service by anyone other than a duly Licensed Contractor or other than pursuant to MESCA's instructions; (d) improper matching or application of the Product or its components; (e) improper sizing of the Product; (f) improper or deferred maintenance or service to the Product contrary to MESCA's instructions; (g) physical abuse or misuse of the Product (including failure to perform any maintenance as described in the Operation Manual such as air filter cleaning or replacement, or excessive physical or electrical stress); (h) operation of the Product in any manner contrary to MESCA's instructions as set out in the Installation or Operation Manual; (i) damage to or loss of the Product or parts thereof in the course of being transported or (j) acts of God or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power. In addition this limited warranty will be void if any Product has had a serial number altered, defaced or removed.

6. THIS LIMITED WARRANTY SHALL NOT BE ENLARGED, extended or affected by, and no obligation or liability on the part of MESCA shall arise or grow out of MESCA providing directly or indirectly any technical advice, information or service to the owner in connection with any Product.

7. EXCEPT AS SPECIFICALLY SET OUT IN THIS LIMITED WARRANTY, MESCA MAKES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER REGARDING THE PRODUCTS. THE FOREGOING WARRANTY SETS OUT THE EXCLUSIVE RIGHTS AND RECOURSES OF THE OWNER OF THE PRODUCT AND MESCA DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY PROVIDED HEREIN AND ALL REMEDIES AND RECOURSES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF QUALITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. NO ONE IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY RESPECT OR TO CREATE ANY OTHER OBLIGATION OR LIABILITY FOR MESCA IN CONNECTION WITH ANY PRODUCT. MESCA DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, ANY CONTRACTORS WHO INSTALL, REPAIR, SERVICE OR MAINTAIN THE PRODUCT) IN CONNECTION WITH OR RELATED TO THE PRODUCT.

8. UNDER NO CIRCUMSTANCES SHALL MESCA BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST GOODWILL, LOST REVENUES OR PROFITS, LOSS OF OPPORTUNITY, WORK STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, INJURY TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR RELATED TO THE PRODUCT WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF MESCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MESCA'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH ANY CLAIM IS MADE.

9. Some provinces or territories may not allow certain limitations on warranties or exclusions or limitation of damages, so some of the above limitations or exclusions may not apply. This limited warranty gives the owner specific legal rights and the owner may also have other rights that vary from province to province.

10. This Limited Warranty is valid only in Canada and is not transferable.

MITSUBISHI ELECTRIC SALES CANADA INC.

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FOOTNOTES

1. MESCA CLIMAVENETA Authorized Installer: A Licensed Contractor who, as of the installation date of the Product or as of the date on which maintenance or service has been performed on the Product, as the case may be, has one or more employees who have successfully completed the course offered by MESCA “AP-01 - Applied Products Installation, Operation & Maintenance” or other equivalent course specifically authorized by MESCA within two (2) years of the installation date of the Product, or the date on which maintenance or service has been performed on the Product, as the case may be.
2. MESCA CLIMAVENETA Authorized Commissioning Agent: A MESCA CLIMAVENETA Authorized Installer who, as of the commissioning date of the Product, has one or more employees who have successfully completed the course offered by MESCA “AP-02 - Applied Products Commissioning and Advanced Troubleshooting” or other equivalent course specifically authorized by MESCA within two (2) years of the commissioning date of the Product.