

## LIMITED WARRANTY

### Mitsubishi Electric Lossnay® Heat Exchange and Ventilation Systems - CANADA

(This limited warranty applies to purchases from and after June 1, 2018 from MESCA or a Licensed Contractor defined below.)

1. This limited warranty is provided by MITSUBISHI ELECTRIC SALES CANADA INC. (“MESCA”) only to the original end-user purchaser in Canada (“Original Owner”) of this Lossnay® Heat Exchange and Ventilation System, in addition to any controllers and accessories for such system (collectively, the “Product”). It only covers equipment, controllers and accessories bearing the MITSUBISHI ELECTRIC trade-mark 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 Heating Ventilation and Air Conditioning (“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; and (iii) good trade practices. 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, MESCA will provide a replacement part of the Product 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. For a period of ten (10) years from the date of commissioning of the Product, MESCA will provide replacement a Lossnay® Core without charge for the Lossnay® Core. The Lossnay® Core 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 ten (10) year warranty period. The defective part or Lossnay® Core must be returned to MESCA upon request in exchange for the replacement part or Lossnay® Core and will become the property of MESCA. For this Limited Warranty to be valid: (i) the Licensed Contractor must have submitted to MESCA within 90 days of the date of commissioning of the Product: (A) a complete “Design Tool File” for the installation of the Product, and (B) a complete commissioning report in form and substance approved by MESCA (the Design Tool File and commissioning report are available on MESCA’s website, MitsubishiElectric.ca); and (ii) the Original Owner must have continuously kept the Product at the original site and in the as-commissioned condition in the period from the commissioning date of the Product to the date the warranty claim submission to MESCA.

**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 or compressor), installation, services necessary to comply with local building

and electrical codes, or shipment or handling of defective or replacement parts, compressor, 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 Original Owner directly with the contractor who is contracting or has contracted with the Original Owner to install the Product or to another authorized contractor, dealer or distributor listed on MESCA's website at MitsubishiElectric.ca and the Original 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 Original Owner as set out in the technical documentation accompanying the Product, the Original 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 include any consumables that are subject to normal wear and tear due to usage. Please consult the applicable technical documentation enclosed with the Product for information regarding recommended maintenance.

**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 Original Owner should contact the contractor who installed the Product or another duly licensed HVAC contractor, dealer or distributor listed on MESCA's website at MitsubishiElectric.ca and inform it of any defect in the Product within the applicable warranty time period.

b. Proof of the original date of installation of the Product by a Licensed Contractor is required when requesting warranty service. Present the sales receipt, Design Tool File, and Commissioning Report as proof of such installation of the Product. 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, within Canada and in the as-commissioned condition in the period from the commissioning date of the Product to the date the warranty claim submission to MESCA.

**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 Original 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 ORIGINAL 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 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 Original 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 only available to the Original Owner of the Product and is non-transferable.

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