

LIMITED WARRANTY STATEMENT

Mitsubishi Electric Jet Towel Hand Dryers

Subject to the terms and conditions of sale of Mitsubishi Electric Jet Towel Products, Mitsubishi Electric Sales Canada Inc. ("MESCA") warrants to the original owner of authentic Jet Towel - branded products (the "**Product**") if purchased and installed in Canada on or after **March 26, 2024** by an installer who possesses the necessary skill and competence to install the Product according to the applicable specifications of Mitsubishi Electric, applicable law and good trade practices (the "**Installer**") that:

- 1. Parts of the Product are warranted for a period of 60 months (5 years) to the original owner of the Product.** If any parts should prove defective due to improper craftsmanship, manufacture and/or material within a period of 60 months (5 years) from the date of installation, MESCA will replace any defective part without charge for the part. Replacement parts are warranted for the remainder of the original 60 month (5 year) warranty period. Parts used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts must be provided to MESCA in exchange for the replacement parts and title to the defective parts shall transfer to MESCA upon receipt of the defective parts by MESCA.
- 2. PROPER INSTALLATION.** This Limited Warranty applies only to Products installed in accordance with all of the following: (i) applicable federal and provincial building codes, municipal by-laws, building permits; (ii) MESCA Installation Manuals, Hand Dryer Handbooks; Connection Diagrams, Brochures, and such further and other specification and guidance documentation published on MESCA's Technical Information Centre Website (see <http://mitsubisitechinfo.ca>) (hereafter "**MESCA Technical Documentation**"); and (iii) good trade practices.
- 3. BEFORE REQUESTING SERVICE,** please review the MESCA Technical Documentation to insure proper installation and confirm the correct customer settings for the Product. If the problem persists, please contact an Installer for service.
- 4. TO MAKE A WARRANTY CLAIM:**
 - a. Contact the Installer who installed the Product or a different Installer or distributor (whose name and address may be obtained on our website at www.mitsubishielectric.ca) who will arrange for obtaining replacement parts for any defective parts within the applicable warranty time period.
 - b. Proof of the installation date by an Installer is required when requesting warranty service. Present the purchase order, sales receipt and such other and further documentation which establishes proof of date of installation. In the absence of acceptable proof, this Limited Warranty shall be deemed to begin one hundred twenty (120) days after the date of purchase.
 - c. This Limited Warranty applies only to Products purchased by the original owner or after **March 26, 2024**, only while the Product remains at the site of the original installation, and only to locations within Canada.
 - d. The issue of an Return Service Authorization (RSA) form is conditional on receipt of detailed information concerning the nature of the fault in writing. All products returned to MESCA must be accompanied by a properly completed RSA form. Products will not be accepted for replacement or repair under warranty without such RSA form and must be labelled with the RSA Number.
 - e. Mitsubishi Electric will supply new or remanufactured replacement items covered by the Limited Warranty free of charge and items not covered by the Limited Warranty at MESCA's then current standard charges. Customers shall be responsible for labour costs associated with the warranty repair, replacement or service. Customers shall follow specific procedures set out by MESCA for returned products and spare parts.
- 5. THIS LIMITED WARRANTY DOES NOT COVER:**
 - a. property damages, malfunction or failure of the Product, or personal injury caused by or resulting from:
 - i. accident, abuse, negligence or misuse;
 - ii. operating the Product in a corrosive, low-humidity (<5% RH), high-humidity (>95% RH), high condensation, or wet environment in which direct contact with water is likely, any environment



- containing chlorine, fluorine or any other hazardous or harmful chemicals such as neutral or reductive gas or other environmental factors, including direct sunlight, sea- or salt-water;
- iii. installation in a location where people or doors might bump into the Product;
 - iv. installation on a location of a wall that is not concrete or not properly reinforced to support the Product;
 - v. installation in a location with strong or direct sunlight;
 - vi. installation in a vehicle (including vessels or trains);
 - vii. installation in a location lower than 20m below sea level or higher than 2000m above sea level;
 - viii. installation, alteration, repair or service;
 - ix. modification of the Product by the Customer or any third party without MESCA's prior written approval or has been improperly applied or has not been properly stored, used, maintained or repaired so as to materially affect the Product or parts.
 - x. improper or deferred maintenance contrary to the manufacturer's instructions;
 - xi. physical abuse to or misuse of the Product (including failure to perform any maintenance as described in the Installation Manual such as failure to clean the drain tank, failure to clean the sensors, or any Product damaged by excessive physical or electrical stress);
 - xii. Product used in any manner contrary to the Installation Manual;
 - xiii. freight damage;
 - xiv. damage caused by force majeure or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power;
 - xv. any damage caused by third party parts or components used to install the Product, including but not limited to fasteners, anchors, drills, etc. or
 - xvi. any part not sold by MESCA;
- b. Labour or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electrical codes, shipping or handling, or replacement of the Product, compressors or any other parts. The original owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the Product and parts regularly replaced due to normal use owner-required maintenance (such as fuses, lamps, or other consumable items). Air filter cleaning and/or replacement drain tank cleaning, and replacement of consumable items (such as fuses) are owner-required maintenance, and labor for this procedure is not covered under warranty. Please consult the applicable technical documentation for air filter cleaning, drain tank cleaning, and other maintenance procedures. The owner is responsible for arranging and paying for all of the labor and service costs required and referred to in this Paragraph.
 - c. Service including but not limited to labor, assessment, travel and / or any other non-warranty covered part(s) charges;
 - d. Product installation or set-ups;
 - e. Adjustments of user controls;
 - f. Products purchased or installed outside Canada, or through unauthorized sales channels in Canada.
6. In addition, this Limited Warranty will be void if: (a) the Product itself or any part of the Product has had a serial number altered, defaced or removed; (b) has been modified by Purchaser or any third party without Mitsubishi Electric's prior written approval or has been improperly applied or has not been properly stored, used, maintained or repaired so as to materially affect the Product or parts of the Product.
 7. Any replacement or repair within the warranty period will not extend the original warranty period of the Product or part of the Product that has been replaced or repaired.
 8. This Limited Warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, MESCA providing, directly or indirectly, any technical advice, information and/or service to original owner in connection with the Product.
 9. **EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, MESCA MAKES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER REGARDING THE PRODUCT. MESCA DISCLAIMS AND EXCLUDES ALL WARRANTIES OR CONDITIONS NOT EXPRESSLY PROVIDED HEREIN AND ALL REMEDIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, 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 THE SYSTEM. MESCA DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, THE INSTALLER) IN CONNECTION WITH OR RELATED TO THE SYSTEM.

- 10. UNDER NO CIRCUMSTANCES SHALL MESCA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY INFRINGEMENT OF THIRD PARTY RIGHTS, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, PRODUCT FAILURE, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OR RELATED TO THE SYSTEM 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 SYSTEM WITH RESPECT TO WHICH ANY CLAIM IS MADE.**

- 11. 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. .**

- 12. If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect.**

- 13. This Limited Warranty gives the original owner specific legal rights and the original owner may also have other rights that vary from province to province.**

- 14. This Limited Warranty is valid only in Canada, and it is not transferable.**

