

LIMITED WARRANTY STATEMENT

Mitsubishi Electric M-Series and/or P-Series Split Air-conditioner and Heat-pump Systems

Subject to the terms and conditions of this Limited Warranty, MITSUBISHI ELECTRIC Sales Canada Inc. ("MESCA") warrants to the original owner of this M-Series and/or P-Series (incl. Zuba systems) product (the "System") if purchased and installed in Canada on or after **January 25, 2023** from a licensed HVAC contractor, that:

- 1. The parts are warranted for a period of 60 months (5 years) to the original owner of the System.** 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 made available to MESCA in exchange for the replacement parts and become the property of MESCA.
- 2. The compressor is warranted for a period of 84 months (7 years) to the original owner of the System.** If the compressor should prove defective due to improper craftsmanship, manufacture and/or material within a period of 84 months (7 years) from the date of installation, MESCA will replace the defective compressor without charge for the compressor. Replacement compressors are warranted for the remainder of the original 84 month (7 year) warranty period. Compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective compressors must be made available to MESCA in exchange for the replacement compressor and become the property of MESCA.
- 3. "MESCA Authorized Contractor" shall mean a licensed HVAC Installer who:**
 - (a) has completed the Mitsubishi Electric Quality Dealer Training Program,
 - (b) has maintained at the time of installation of the System and as required by law, Workers' Compensation Board coverage for all its employees;
 - (c) has maintained, at the time of installation of the System industry standard general liability insurance coverage having a minimum coverage per occurrence of at least CAD \$2,000,000, covering, without limitation, bodily injury, death, personal injury, employer's liability, broad form property damage, blanket contractual products and completed operations liability, contractor's protective liability, cross liability, medical payments, and insuring any person involved in the performance of the obligations under dealer/installer's contract to supply and install the System.
- 4. Notwithstanding the foregoing, if the System is installed by a MESCA Authorized Contractor and all parts of the System are registered in the Mitsubishi Electric Extended Warranty program within 90 days from installation, the parts and compressor will be covered under warranty for a period of 120 months (10 years) to the original owner, providing the System remains at the original installed address.** Specifically, if any parts and/or the compressor should prove defective due to improper craftsmanship, manufacture and/or material within a period of 120 months (10 years) from the date of installation, MESCA will provide replacement parts and/or compressor without charge for the parts and/or compressor. The replacement parts and/or compressor remain covered under warranty for the remainder of the original 120 month (10 year) warranty period. Parts and/or compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts and/or compressor must be made available to MESCA in exchange for the replacement parts or compressor and become the property of MESCA.
- 5. Notwithstanding the foregoing, if: (1) the System includes a PAA (A-Coil) Product; (2) the System has been installed by a MESCA Authorized Contractor; (3) the furnace in connection with which the PAA (A-Coil) Product has been installed is compliant with the ANSI Z21.47.CSA2.3 standard, and (4) all parts of the System are registered in the Mitsubishi Electric Extended Warranty program within 90 days from installation, the parts and compressor will be covered under warranty for a period of 120 months (10 years) to the original owner, providing the System remains at the original installed address.** Specifically, if any parts and/or the compressor should prove defective due to improper craftsmanship, manufacture and/or material within a period of 120 months (10 years) from the date of installation, MESCA will provide replacement parts and/or compressor without charge for the parts and/or compressor. The replacement parts and/or compressor remain covered under warranty for the remainder



of the original 120 month (10 year) warranty period. Parts and/or compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts and/or compressor must be made available to MESCA in exchange for the replacement parts or compressor and become the property of MESCA.

6. **Notwithstanding the foregoing, if (1) the System comprises a combination of FS Models that has been expressly and specifically approved by MESCA (“Approved FS System”); (2) the Approved FS System is installed by a MESCA Authorized Contractor; and (3) all parts of the Approved FS System are registered in the Mitsubishi Electric Extended Warranty program within 90 days from installation, the parts and compressor will be covered under warranty for a period of 144 months (12 years) to the original owner, providing the Approved FS System remains at the original installed address.** Specifically, if any parts and/or the compressor should prove defective due to improper craftsmanship, manufacture and/or material within a period of 144 months (12 years) from the date of installation, MESCA will provide replacement parts and/or compressor without charge for the parts and/or compressor. The replacement parts and/or compressor remain covered under warranty for the remainder of the original 144 month (12 year) warranty period. Parts and/or compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts and/or compressor must be made available to MESCA in exchange for the replacement parts or compressor and become the property of MESCA.
7. **PROPER INSTALLATION.** This Limited Warranty applies only to Systems that are installed by licensed HVAC contractors who are licensed for HVAC installation under applicable local and provincial law, and who install the System(s) in accordance with (i) all applicable building codes and permits; (ii) MESCA’s installation and operation instructions; and (iii) good trade practices.
8. **REGISTRATION.** To receive certain benefits under the Extended Warranty, as set forth in more detail above, the System must be registered within 90 days of installation. To register, the original owner must complete the product registration online at <https://www.mitsubishielectricmeq.ca/entry.aspx?lang=eng>. MESCA Authorized Contractors may register the product information online on behalf of the customer.
9. **BEFORE REQUESTING SERVICE,** please review the applicable technical documentation to insure proper installation and correct customer control adjustment for the System. If the problem persists, please contact a licensed HVAC contractor for service.
10. **TO MAKE A WARRANTY CLAIM:**
 - a. Contact the licensed HVAC contractor who installed the System or the nearest licensed HVAC contractor, dealer or distributor (whose name and address may be obtained on our website at www.mitsubishielectric.ca) who will arrange for obtaining replacement for any defective parts within the applicable warranty time period.
 - b. Proof of the installation date by a licensed HVAC contractor is required when requesting warranty service. Present the sales receipt, building permit or other document 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 manufacture.
 - c. This Limited Warranty applies only to Systems purchased on or after **January 25, 2023**, only while the System remains at the site of the original installation, and only to locations within Canada.
11. **THIS LIMITED WARRANTY DOES NOT COVER:**
 - a. property damages, malfunction or failure of the System, or personal injury caused by or resulting from:
 - i. accident, abuse, negligence or misuse;
 - ii. operating the System in a corrosive or wet environment, including any environment containing chlorine, fluorine or any other hazardous or harmful chemicals or environmental factors, including sea- or salt-water;
 - iii. installation, alteration, repair or service by anyone other than a licensed HVAC contractor or other than pursuant to the manufacturer’s instructions;
 - iv. improper matching of System components;
 - v. improper sizing of the System;
 - vi. improper or deferred maintenance contrary to the manufacturer’s instructions;
 - vii. physical abuse to or misuse of the System (including failure to perform any maintenance as described in the Operation manual such as air filter cleaning, or any System damaged by excessive physical or electrical stress;



- viii. System used in any manner contrary to the Operation Manual, product bulletins and training modules;
 - ix. freight damage;
 - x. damage caused by force majeure or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power;
 - xi. any damage caused by third party parts or components used to install the System, including but not limited to pipes, wires, pumps, switches, adaptors, covers, line set and fittings etc. or
 - xii. any part not sold by MESCA;
- b. Labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping or handling, or replacement of the System, 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 System and parts (such as filters or consumable items) in connection with owner-required maintenance. Air filter cleaning and/or replacement for each applicable indoor unit are owner-required maintenance, and labor for this procedure is not covered under warranty. Please consult the applicable technical documentation for air filter 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 11b.
 - c. Service including but not limited to labor, assessment, travel and / or any other non-warranty covered part(s) charge;
 - d. System installation or set-ups;
 - e. Adjustments of user controls;
 - f. Systems purchased or installed outside Canada; or
 - g. Systems installed prior to **January 25, 2023**.
12. In addition, this limited warranty will be void if any product or part of the System has had a serial number altered, defaced or removed.
13. 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 System.
14. **EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, MESCA MAKES NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER REGARDING THE SYSTEM. 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.**
15. **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, SYSTEM FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE SYSTEM, 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.**
16. **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. RESIDENTS OF QUEBEC ARE NOT REQUIRED TO REGISTER THE SYSTEM IN ORDER TO OBTAIN ALL OF THE RIGHTS AND REMEDIES APPLICABLE TO THIS LIMITED WARRANTY.**



17. 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.
18. 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.
19. This Limited Warranty is valid only in Canada, and it is not transferable.

