

LIMITED WARRANTY STATEMENT

Mitsubishi Electric CITY MULTI® Split Air-conditioner and Heat-pump Systems

Subject to the terms and conditions of this Limited Warranty Statement (the "Limited Warranty"), MITSUBISHI ELECTRIC TRANE HVAC US LLC ("METUS") warrants to the original purchaser of this CITY MULTI system (as used herein, "System" shall mean CITY MULTI outdoor and indoor components connected via refrigerant piping and electrical wiring) purchased on or after **May 1, 2019**, from a licensed HVAC contractor and installed by such contractor in the continental United States, Alaska and Hawaii, that:

- A. The parts are warranted to the original owner for a period of one (1) year from the date of installation by a licensed contractor.** If it should prove defective due to improper workmanship and/or material for a period of one (1) year from the date of installation, METUS will replace any defective part without charge for the part. Replacement parts are warranted for the remainder of the original 1-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 METUS in exchange for the replacement part and become the property of METUS.
- B. The compressor is warranted to the original owner for a period of seven (7) years from the date of installation by a licensed contractor.** If the compressor should prove defective due to improper workmanship and/or material for a period of seven (7) years from the date of installation, METUS will replace any defective compressor without charge for the compressor. Replacement compressors are warranted for the remainder of the original 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 METUS in exchange for the replacement compressor and become the property of METUS.
- C. Notwithstanding the foregoing, the parts and compressor will be warranted to the original owner for a period of ten (10) years from the date of installation if (1) the System is designed by a Diamond Designer using the Diamond System Builder™ (2) the installing contractor has successfully completed all METUS-approved CITY MULTI training courses, and (3) the contractor has timely submitted a completed and approved Diamond System Builder™ file per the METUS Extended Warranty Process.** If any parts and/or the compressor should prove defective due to improper workmanship and/or material for a period of ten (10) years from the date of installation, METUS will replace any defective parts or compressor without charge for the part or compressor. The replacement parts and/or compressor are warranted for the remainder of the original 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 compressors must be made available to METUS in exchange for the replacement parts and become the property of METUS.
- D. NO LABOR.** This Limited Warranty does NOT include labor or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, shipping, handling or replacement of the System, compressors or any other parts. The owner is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting or dismantling the System and any parts (such as filters) in connection with owner-required maintenance, including but not limited to cleaning and/or replacing air filters for each indoor unit of the System, and this Limited Warranty does not cover labor or other costs associated with such owner-required maintenance. Please consult the Operations Manual and other applicable technical documentation for air filter cleaning and other maintenance procedures.
- E. PROPER INSTALLATION; PROOF OF PURCHASE.** This Limited Warranty applies only to Systems that are installed by licensed HVAC contractors who have completed all METUS-required CITY MULTI training classes and who install the Systems in accordance with (i) all applicable building codes and permits; (ii) METUS installation and operation instructions; and (iii) good trade practices. METUS may require satisfactory proof of purchase, proper installation and start-up of the System as a condition to providing replacement parts or compressors under this Limited Warranty.

BEFORE REQUESTING SERVICE, please review the Operations Manual and technical documentation for your System to confirm the electric power supply and that user controls are properly adjusted for the System.

1) TO OBTAIN WARRANTY SERVICE:

- a) Contact the licensed HVAC contractor who installed your System or another licensed HVAC contractor or servicer, or an authorized CITY MULTI distributor (whose name and address may be obtained on the METUS website at www.mehvac.com) within the applicable warranty time period.
- b) Proof of the installation date is required when requesting warranty service. Present the sales receipt, building permit or other document which establishes the 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 stamped on the System.
- c) This Limited Warranty applies only to Systems purchased on or after **May 1, 2019**, only while the System remains at the site of the original installation, and only to locations within the continental United States, Alaska and Hawaii.
- d) All repairs under this Limited Warranty must be made by a licensed HVAC contractor or servicer.

1) THIS LIMITED WARRANTY DOES NOT COVER: property damages, malfunction or failure of the System, or personal injury caused by or resulting from: (a) accident, abuse, negligence or misuse; (b) operating the System in a corrosive or wet environment, including those containing chlorine, fluorine or any other hazardous or harmful chemicals or environmental factors, including sea- or salt-water; (c) installation, alteration, repair or service by anyone other than a licensed contractor or other than pursuant to the manufacturer's instructions; (d) improper matching of System components; (e) improper sizing of the System; (f) improper or deferred maintenance contrary to the manufacturer's instructions; (g) 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); (h) Systems that have had a serial number or any part thereof altered, defaced or removed; (i) System used in any manner contrary to the Operation Manual; (j) freight damage; or (k) events of force majeure or damage caused by other external factors such as lightning, power surges, fluctuations in or interruptions of electrical power, rodents, vermin, insects, or other animal- or pest-related issues.

2) THIS LIMITED WARRANTY ALSO EXCLUDES: (a) SERVICE CALLS WHERE NO DEFECT IN THE SYSTEM COVERED UNDER THIS WARRANTY IS FOUND; (b) System installation or set-ups; (c) Adjustments of user controls; (d) Systems purchased or installed outside the continental United States, Alaska and Hawaii; or (e) Systems purchased or installed prior to **May 1, 2018**. Consult the Operations Manual for information regarding user controls.

3) This Limited Warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, METUS providing, directly or indirectly, any technical advice, information and/or service to the original owner, contractor, distributor, or otherwise providing assistance in connection with the System.

4) EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, METUS MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE SYSTEM. METUS DISCLAIMS AND EXCLUDES ALL WARRANTIES 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 OF 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 METUS IN CONNECTION WITH THE SYSTEM. METUS DISCLAIMS ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, THE INSTALLING CONTRACTOR) IN CONNECTION WITH OR RELATED TO THE SYSTEM.

5) UNDER NO CIRCUMSTANCES SHALL METUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, 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 METUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL METUS' LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE SYSTEM WITH RESPECT TO WHICH ANY CLAIM IS MADE.

- 6) **SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.**
- 7) **DISPUTE RESOLUTION.** For any dispute with METUS, you agree to first contact us by phone (800-433-4822) or e-mail (CustomerCare@hvac.me.com) or U.S. Mail at MITSUBISHI ELECTRIC TRANE HVAC US LLC ATTN: Customer Care, 1340 Satellite Blvd., Suwanee, GA 30024, and attempt to resolve the dispute with us informally by providing your name, address, and contact information and describing the nature of the dispute. In the unlikely event that METUS has not been able to resolve a dispute with you within 60 days of your original informal claim (or sooner if, in METUS' opinion, a dispute is not likely to be resolved within 60 days), we each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Limited Warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Gwinnett County, Georgia. JAMS may be contacted at www.jamsadr.com and will require you to pay an initial filing fee set by JAMS (unless you successfully apply for a waiver of this fee from JAMS). All other JAMS costs associated with the arbitration will be borne by METUS. The arbitration will be conducted in Gwinnett County, Georgia, unless you request an in-person hearing where you live, or if you and METUS agree otherwise. If the arbitrator decides in your favor, the award may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for any expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator makes an award in your favor greater than METUS's last written offer, METUS will pay you the greater of the award or \$500, plus your reasonable attorney's fees, if any, and reimburse any reasonable expenses (including reasonable expert witness fees and costs) that are reasonably accrued for investigating, preparing, and pursuing your claim in arbitration, as determined by the arbitrator or as agreed to by you and METUS. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You may sue under state law in a small claims court of competent jurisdiction without first engaging in arbitration, but you must engage in arbitration before suing under the Federal Magnuson-Moss Act.
- 8) All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by METUS. You agree that you and METUS are each waiving the right to a trial by jury or to participate in a class action.
- 9) You may opt-out of the foregoing arbitration and class action/jury trial waiver provision of this Limited Warranty by notifying METUS in writing within 30 days of purchase. Such written notification must be sent to MITSUBISHI ELECTRIC TRANE HVAC US LLC ATTN: MEUS Legal Department, 5900-A Katella Avenue, Cypress, CA 90630, and must include (1) your name, (2) your address, (3) your warranted product's serial number, and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out.
- 10) **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. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the Limited Warranty.**
- 11) **This Limited Warranty gives the original owner specific legal rights and the original owner may also have other rights that vary from state to state.**
- 12) **This Limited Warranty is valid only in the continental United States, Alaska and Hawaii, and it is not transferable.**