

MITSUBISHI ELECTRIC & ELECTRONICS USA, INC.

3400 Lawrenceville Suwanee Road | Suwanee, GA 30024 Phone: 678.376.2900 | Fax: 678.376.2890 or 800.658.1458

LIMITED WARRANTY STATEMENT

Mitsubishi Electric Mr. Slim® Split Air-conditioner and Heat-pump Systems

Mitsubishi Electric Cooling & Heating {"MEUS"} warrants to the original owner of this Mr. Slim product that, if purchased from and installed by a contractor licensed for HVAC installation under applicable local and state laws within the continental United States, Alaska and Hawaii, should it prove defective by reason of defects arising from improper workmanship and/or material:

- A. FIVE YEARS ON PARTS. The parts are warranted for a period of five (5) years to the original end-user of this System. If it should prove defective due to improper workmanship and/or material for a period of five (5) years from the date of installation, MEUS will replace any defective part without charge for the part. Replacement parts are warranted for the remainder of the original 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 MEUS in exchange for the replacement part and become the property of MEUS.
- **B.** "DIAMOND CONTRACTOR" EXTENDED PARTS WARRANTY. If you have your Mr. Slim system installed by a contractor who is certified by MEUS as a "Diamond Contractor", the parts warranty is seven (7) years.
- C. SEVEN YEAR COMPRESSOR WARRANTY. The compressor is warranted for a total period of seven (7) years to the original end-user of this System. If it should prove defective due to improper workmanship and/or material for a period of seven (7) years from the date of installation, MEUS will replace any defective compressor without charge for the compressor. Replacement compressors are warranted for the remainder of this 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 MEUS in exchange for the replacement compressor and become the property of MEUS.
- D. NO LABOR. THESE LIMITED WARRANTIES DO NOT INCLUDE 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. For items that are designed to be maintained or replaced by the owner, the 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 belts) 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.
- E. Proper Installation. This Limited Warranty applies only to Systems that are installed by contractors who are licensed for HVAC installation under applicable local and state law, and who install the Systems in accordance with (i) all applicable building codes and permits; (ii) MEUS's installation and operation instructions; and (iii) good trade practices.

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 arrange for warranty service.

- 1) TO OBTAIN WARRANTY PARTS SERVICE:
 - a) Contact the licensed contractor who installed the System or the nearest licensed contractor, dealer or distributor (whose name and address may be obtained on our website at www.mehvac.com) of any defect within the applicable warranty time period.
 - b) Proof of the installation date by a licensed contractor is required when requesting warranty service. Present the sales receipt, building permit or other document which establishes proof and date of installation. Otherwise, this Limited Warranty shall be deemed to begin one hundred twenty (120) days after the date of manufacture stamped on the System. THE RETURN OF THE OWNER REGISTRATION CARD IS NOT A CONDITION OF COVERAGE UNDER THIS LIMITED WARRANTY. However, please return the Owner Registration Card so that MEUS can contact you if a question of safety arises.
 - c) This Limited Warranty applies only while the System remains at the site of the original installation and only to locations within the continental United States, Alaska and Hawaii.
- 2) 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 containing chlorine, fluorine or any other hazardous chemicals; (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) damage caused by force majeure or other factors such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power.
- 3) 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; or (d) Systems purchased or

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installed outside the continental United States, Alaska and Hawaii. Consult the operating instructions for information regarding user controls.

- 4) This Limited Warranty shall not be enlarged, extended or affected by, and no obligation or liability shall arise or grow out of, MEUS providing, directly or indirectly, any technical advice, information and/or service to Owner in connection with the System.
- 5) EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, MEUS MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE SYSTEM. MEUS 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 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 MEUS IN CONNECTION WITH THE SYSTEM. MEUS 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.
- 6) UNDER NO CIRCUMSTANCES SHALL MEUS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, 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 MEUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MEUS'S LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE SYSTEM WITH RESPECT TO WHICH ANY CLAIM IS MADE.
- 7) Some states do not allow limitations on warranties or exclusions or limitation of damages, so the above limitations or exclusions may not apply.
- 8) This Limited Warranty gives the owner specific legal rights and the owner may also have other rights that vary from state to state.
- 9) This Limited Warranty is valid only in the continental United States, Alaska and Hawaii, and it is not transferable.

MITSUBISHI ELECTRIC & ELECTRONICS USA, INC. HVAC Advanced Products Division 3400 Lawrenceville-Suwanee Road Suwanee, GA 30024-9928