

Limited Warranty: Mits Airconditioning Inc.

MITS AIR™ Side Discharge Series – Cooling and Standard Heat Pumps Only

1. MITS AIRCONDITIONING INC. ("MITS") warrants to the original end user of this MITS AIR™ Inverter Compressor Side Discharge Cooling Only Condensing Unit, MITS AIR™ Inverter Compressor Side Discharge Heat Pump Unit, or MITS AIR™ Inverter Compressor Matched System with Air Handling Unit (AHU) (the "Equipment") for the periods described below that the Equipment will be free of manufacturing defects. If the Equipment fails to operate under normal use due to a manufacturing defect, the Equipment has 5 year parts and 5 years compressor warranty effective from the date of installation. MITS will replace the defective part or compressor part thereof without charge for the replacement component. This warranty does not cover any labour, nor shipping or handling costs incurred. **Labour warranty is the responsibility of the Installing Contractor.** Any replacement of compressor or part will be warranted against manufacturing defects for the remainder of the original warranty period. Parts used in connection with normal maintenance and parts subject to normal wear and tear, such as filters and belts, are not covered by this warranty.
2. To obtain warranty service, you must notify your dealer or contractor of any manufacturing defect in the Equipment within the applicable warranty period. This warranty does not cover any labour, nor shipping or handling costs incurred. You may be responsible for shipping or handling costs incurred in delivering defective Equipment or components or parts thereof for service or replacement unless your dealer or contractor has agreed to bear such costs.
3. MITS sells this Equipment only to dealers or contractors. The dealers and contractors have sole and exclusive responsibility for the selection, application, suitability and installation of the Equipment with respect to all end users and their particular requirements. Dealers and contractors may also sell or furnish other products and equipment not supplied by or on behalf of MITS for use in conjunction with the Equipment. Accordingly, MITS makes no warranty or condition whatsoever and assumes no liability or obligation whatsoever with respect to: (a) any representation, warranty, promise or statement made by any dealer or contractor with respect to any Equipment or part thereof or the use or application thereof; (b) any acts or omissions of any dealer or contractor in selecting, recommending, installing, servicing, repairing, dismantling, moving or removing any Equipment or part thereof; or (c) any products, equipment, components, accessories or materials furnished or sold to you by a dealer or contractor other than the Equipment. Your dealer or contractor may provide a separate warranty for the products and services it supplies to you in addition to the Equipment and you are advised to confirm the terms and conditions of such warranty with your dealer or installer.
4. Any replaced Equipment, compressor or part will become the property of MITS when exchanged for its replacement. MITS reserves the right of inspection or refurbishing of its equipment at its discretion.
5. Proof of the original date of installation of the Equipment must be presented in order to establish the effective date of this warranty. Otherwise, the effective date will be deemed to be the date of purchase from MITS. Register warranty at <https://www.mitsair.com/warranty-registration/>
6. This warranty applies only: (a) while the Equipment remains at the site of original installation (except for Equipment designed for portable use); (b) to Equipment installed in Canada; and (c) if the Equipment is installed, maintained and operated in accordance with the manufacturer's written instructions accompanying the Equipment and in compliance with all applicable laws, regulations, codes and bylaws. This warranty does not cover damage caused by: (a) accident, abuse, negligence or misuse; (b) operation of the Equipment in a corrosive atmosphere containing chlorine, fluorine or any other damaging chemicals; (c) improper matching or combination of other products, equipment, parts accessories or components with the Equipment; (d) modification or alteration of the Equipment; (e) repair or service by unqualified or unauthorized persons; (f) failure to install or operate the Equipment or to provide proper maintenance or service according to the manufacturer's instructions; or (g) improper application or use of the Equipment; lightning, fluctuations in electrical current; or (f) Acts of God, acts of war both declared and undeclared, acts of terrorism or use of the equipment in any unlawful application.
7. THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY AND EXCLUSIVE LIABILITY AND OBLIGATION OF MITS IN CONNECTION WITH THE EQUIPMENT. THIS WARRANTY IS IN SUBSTITUTION FOR AND EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL MITS BE LIABLE TO THE PURCHASER OF THE EQUIPMENT OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE OR LOSS, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY OR TORT, AND WHETHER OR NOT MITS KNEW OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
8. This warranty gives you specific legal rights, and you may have other rights which may vary from Province to Province within Canada. In the event that portions of this warranty may be struck down in your jurisdiction, this does not render the remaining portions of this warranty to be void.
9. This warranty applies only to Equipment sold in Canada by MITS and installed and used in Canada. This warranty is not transferable.
10. Register warranty at <https://www.mitsair.com/warranty-registration/>

Subject to change without notice