

## VISSMANN MANUFACTURING COMPANY INC. (Viessmann)

### LIMITED THREE (3) YEAR WARRANTY (the "Warranty" or the "Warranties") for Nu-Air HA Series Air Handler

#### ATTENTION MECHANICAL CONTRACTOR

This Warranty is provided by Viessmann for the benefit of only the first purchaser at retail (the "Original Owner") of the Nu-Air Air Handler on the original site of installation (the "Site of Original Installation").

#### ATTENTION ORIGINAL OWNER OF EQUIPMENT ON SITE OF ORIGINAL INSTALLATION

This Warranty provides specific legal rights. You may have other rights, which vary from Province to Province or Territories in Canada.

The specific rights in this Warranty shall be conditional upon: (a) the proper installation of the Air Handler (as per Nu-Air HA series manuals) and equipment of which the Air Handler forms a part ("Equipment") by a certified mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, and/or air conditioning equipment and who is properly certified and trained under all relevant or applicable laws of the local jurisdiction in which the Air Handler is installed (the "Certified Contractor"); and (b) proper operation and maintenance by a Certified Contractor in accordance with the Equipment Maintenance Intervals (as defined herein). Installation by an uncertified or unqualified contractor or installer or the improper maintenance, operation, misuse or abuse of the Air Handler shall void this Warranty in whole or in part.

#### TERMS AND CONDITIONS OF WARRANTY LIMITED THREE (3) YEAR WARRANTY

Viessmann warrants that the Air Handler shall be free of defects in material and workmanship for THREE (3) YEARS from the Date of Purchase (as hereinafter defined) of the Air Handler.

Repair or replacement of parts determined by Viessmann to be defective in material or workmanship will be made during the period of THREE (3) YEARS from the Date of Purchase in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided this Warranty has not otherwise been voided.

#### LIMITED THREE (3) YEAR WARRANTY FOR THE HEATING COIL, PIPING AND CABINETRY

Viessmann warrants that the pressure vessel of the heating coil, piping and cabinetry shall be free of defects in material and workmanship for THREE (3) YEARS from the Date of Original Installation (as hereinafter defined) of the Air Handler.

Repair or replacement of parts determined by Viessmann to be defective in material or workmanship will be made during the period of THREE (3) YEARS from the date of original installation in accordance with the WARRANTY SERVICE PROCEDURE hereinafter described, provided this Warranty has not otherwise been voided.

#### COMMENCEMENT OF WARRANTY PERIODS

The Warranty Period shall commence on the date on which the Air Handler has first been purchased by the Original Owner (the "Date of Purchase").

In the event of dispute as to the Date of Purchase, the date of your purchase order for the Air Handler, as recorded in the books and records of Viessmann, from the Viessmann assembly facility, warehouse, depot or showroom to the Certified Contractor or a wholesaler or dealer, as the case may be, authorized by Viessmann (an "Authorized Distributor") shall be deemed to be the Date of Original Installation and therefore the date of commencement of the Warranty Period or Periods.

#### WARRANTY EXPRESSLY EXCLUDES THE FOLLOWING

1. Liability of any nature or kind whatsoever for damages for unsatisfactory performance caused by improper installation or any damages whatsoever caused by or as a result of unsuitable or improper use of the Air Handler, incorrect start-up thereof by the Original Owner of the Original Site of Installation or any third party whatsoever, incorrect or careless handling, improper control adjustment or control strategy, disregard of the operating and maintenance instructions or any other instructions supplied with the Air Handler, improper operation of the Air Handler or improper alteration and repairs/service by the Original Owner of the Site of Original Installation or any third party whatsoever or use of unauthorized replacement parts.
2. The workmanship of the Certified Contractor and repairs or replacement of parts required due to poor workmanship or otherwise of the Certified Contractor.
3. Liability from any loss or damage of any nature or kind whatsoever resulting from or attributable to improper installation, installation by an uncertified or unqualified mechanical contractor or installer, the agents, workmen, servants or subcontractors of such contractor or installer, improper operation or maintenance or misuse or abuse of the Air Handler.
4. Components that form part of the heating system not furnished by Viessmann as part of the Air Handler and components that are part of the Air Handler but were not furnished by Viessmann as part of the goods described in this Warranty.
5. Any costs for labour for the examination, removal or reinstallation of allegedly defective Parts, transportation thereof to and from Viessmann facilities at Waterloo, Ontario, Canada, or as determined by Viessmann, which costs shall be to the account of and shall be payable by the Original Owner or any other labour and costs for any material necessary for the said examination, removal or re-installation.
6. Damage to Parts caused by improper installation and improper care or maintenance. Equipment must be serviced, inspected and cleaned in accordance with the product manuals.
7. Damage to the Air Handler caused by excessive temperatures or pressures, operation beyond rated capacity and at voltages other than the rate specified on the rating plate, electrical failures, insurrection, riots, war, vandalism, animals, weather conditions, impact by moving objects, or acts of God, air impurities, sulfur or sulfuric action or reaction, dust particles, corrosive vapors, oxygen corrosion, and situating the Air Handler in an unsuitable location or continuing use of the Air Handler after onset of a malfunction or discovery of a defect.
8. Any type of water conditioning system in the building in which the Equipment is located not maintained to Viessmann specifications and therefore affecting water quality and the Air Handler, as well as any external water damage due to flooding.
9. Liability of all nature and kind for wear and tear and consumption of Parts.

## LIMITATION ON WARRANTY AND DAMAGES

The Warranty obligations of Viessmann shall also be subject to the following terms and conditions:

1. The Air Handler must have been installed by a Certified Contractor. This product must be installed and serviced by a qualified installer and where required by law, a licensed technician, otherwise the warranty shall become void.

2. The Air Handler must have been properly maintained during the Warranty Periods in accordance with product manuals.

3. This Warranty does not extend to anyone other than to the Original Owner of the Air Handler on the Site of Original Installation, subject to the limitations and reductions hereinbefore described. This Warranty shall become null and void forthwith upon any relocation of the Air Handler.

4. Viessmann shall have the opportunity to carry out repairs or replacement of parts it may deem necessary or advisable. Viessmann shall be granted all requisite time and unobstructed or unimpeded access to the Air Handler for the purpose of conducting tests deemed necessary or advisable and for the making of repairs or installation of replacement parts or components thereof.

All costs, charges or expenses arising from, howsoever created or caused directly or indirectly by difficult or impeded access to the Air Handler or any parts thereof described in this Warranty or lack of suitable work space to undertake and carry out repairs or replacement shall in all events be the responsibility of the Original Owner of the Site of Original Installation.

5. Repairs, replacement or the repair of replacement parts shall be subject to the terms and conditions of this Warranty as if the same had been originally installed, sold, delivered or carried out at the time of original installation. Negotiations, intermediate acts, discussions, disagreements or denials concerning defects or deficiencies shall not extend any Warranty Period herein granted and shall not waive or be deemed to waive any requirement for notification of defect or deficiency within the time or times herein described.

6. The obligation of Viessmann under this Warranty shall further be limited exclusively to the repair, replacement or refund of purchase price, at the sole discretion of Viessmann, of any goods or parts thereof which an examination by Viessmann shall disclose to its satisfaction not to have conformed to the express written Warranties provided herein.

7. THE REMEDY PROVIDED IN THIS SECTION IS THE EXCLUSIVE REMEDY OF THE ORIGINAL OWNER OF THE SITE OF ORIGINAL INSTALLATION. VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY.

8. VISSMANN MAKES NO WARRANTIES OR GUARANTEES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE FOR THE GOODS AND PRODUCTS DESCRIBED IN THIS WARRANTY. NO IMPLIED WARRANTY ARISING BY USAGE OR CUSTOM OR COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VISSMANN OR SHALL ARISE BY OR IN CONNECTION WITH THIS WARRANTY EXCEPT THE EXPRESS WARRANTY HEREIN SET FORTH.

9. This Warranty does not extend to any boiler, related parts or products that are (a) not sold in Canada; (b) not installed in Canada; or (c) not purchased from a Contractor or an Authorized Distributor.

## ASSIGNABILITY

The Warranties herein provided are not assignable.

## APPLICABLE LAW

All disputes, claims or demands arising from or relating to the Warranties, or from the terms and conditions herein contained and all claims, demands, rights or liabilities arising from such Warranties or terms and conditions shall be determined in accordance with the laws of the Province of Ontario, Canada.

## MANDATORY MAINTENANCE

The Original Owner shall, during the Warranty Period(s), strictly maintain the Air Handlers in accordance with the product manuals.

## ARBITRATION

In the event of any dispute between Viessmann and the Original Owner arising out of the interpretation or performance of this Warranty, such dispute shall be submitted to a board of three (3) arbitrators, one of whom shall be nominated by Viessmann, one by the Original Owner and the third by the first two nominees if they can agree and otherwise by a Judge of the Supreme Court of the Province of Ontario, Canada. The constitution and proceedings of such board shall be governed by the laws of the Province of Ontario, Canada, pursuant to which said arbitration shall be had.

## WARRANTY SERVICE PROCEDURE

For prompt warranty service, notify the Certified Contractor who installed your Air Handler and who in turn will notify the Viessmann authorized distributor from whom the Certified Contractor purchased the Air Handlers. Viessmann reserves the sole right to make all warranty decisions. No contractor or distributor may grant any service under this warranty without the prior approval of Viessmann. If this action does not result in warranty service, contact Viessmann directly at the address set out in this Warranty.

Allegedly defective Parts must be returned through trade channels in accordance with the procedure prescribed by Viessmann currently in force for handling the return of goods for the purpose of inspection to determine cause of failure. Viessmann will furnish the replacement Part or Parts to the Viessmann authorized distributor who in turn will furnish the Part or Parts to the Certified Contractor who installed your Air Handler (the "Warranty Service Procedure").

The obligations of Viessmann under this Warranty apply only to Air Handlers installations where Viessmann has been notified of the alleged defect or deficiency within FORTY-EIGHT (48) HOURS from the occurrence or discovery of the alleged defect or deficiency.

If you have any questions about the coverage provided by this Warranty, contact Viessmann at the address set out below.

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