

VISSMANN MANUFACTURING COMPANY (Viessmann)



STANDARD LIMITED WARRANTY

WHO THE WARRANTY COVERS

This warranty covers the original end user / purchaser (the "Owner") of the **Viessmann Vitocal 100-S and Vitocal 200-S DLC Series outdoor unit and the Vitocal IND DLF Series indoor unit** (together collectively, "Ductless and Ducted Split Unit"), purchased and installed in Canada, subject to the terms of this Warranty. The expressed warranty is for the original installation site only.

WHEN WARRANTY COVERAGE BEGINS

Warranty Coverage begins on the Date of Installation, or the date of shipment from a Viessmann facility in the event of a dispute between Owner and Viessmann as to the Date of Installation.

TERMS AND CONDITIONS OF THE WARRANTY

This warranty provides legal rights. You may have other rights which vary from Province to Province or Territory to Territory in Canada. The specific rights are conditional upon the following:

- 1) Proper installation of the Ductless and Ducted Split Unit, and all of its components, in accordance with all applicable regulations, industry standards, Viessmann instructions / manuals provided with each unit, and compliance with local codes. Improper installation may endanger the occupants of the dwelling or damage the product.
- 2) Installation by a mechanical contractor or installer whose principal occupation is the sale and installation of heating, plumbing, and/or air conditioning equipment and who is properly licensed under all relevant or applicable laws of the local jurisdiction in which the Ductless and Ducted Split Unit is installed (the "Contractor").
- 3) Proper operation and maintenance of the Ductless and Ducted Split Unit by a Contractor in accordance with the Ductless and Ducted Split Unit's manuals.
- 4) Original and continuous installation and use of the Ductless and Ducted Split Unit, and all of its components, by Owner within Canada.
- 5) Performance of warranted part replacements or repairs or service by a Contractor.
- 6) Proof of purchase may be required at time of service.
- 7) The unit's rating plate must not be removed or defaced.
- 8) Proof must be supplied that the equipment has been properly maintained over the life of the warranty, i.e. a minimum of once-a-year maintenance.

WHAT THE WARRANTY COVERS

If the Ductless and Ducted Split Unit is installed, operated, serviced, and maintained in accordance with all its manuals, in the event of a defect in materials or manufacturing workmanship under normal use and maintenance, Viessmann will repair or replace the defective Ductless and Ducted Split Unit or defective component of the Ductless and Ducted Split Unit (at Viessmann's discretion) covered under this Warranty during the respective Warranty Period(s) below from the Date of Installation.

Except as otherwise stated herein, those are Viessmann's exclusive obligations under this warranty for a product failure. All warranties in this document are subject to all provisions, conditions, limitations and exclusions listed below and on this document.

SUMMARY OF COVERAGE

The below summary is subject to all Terms and Conditions found within this Warranty.

Limited Warranty Periods	Years of Coverage	What is covered	Viessmann Warranty Coverage
Ductless and Ducted Split Units and Components - Residential	0-10	Full Units, Components	100%
Ductless and Ducted Split Units and Components - Non-Residential	0-7	Full Units, Components	100%

LIMITED WARRANTY FOR DUCTLESS AND DUCTED SPLIT UNIT AND COMPONENTS

Viessmann warrants that the individual components of the Ductless and Ducted Split Unit shall be free of defects in material and workmanship under normal use and maintenance for **TEN (10) YEARS** from the Date of Installation for residential applications, and **SEVEN (7) YEARS** from the Date of Installation for non-residential applications.

The duration of warranty period of any Ducted and Ductless Split Unit, or any component thereof, replaced or repaired under this warranty shall be the unexpired term remaining in the respective original Warranty Period(s).

WHAT THE WARRANTY DOES NOT COVER

This Warranty excludes the following:

- 1) Wear and tear or consumption parts including, but not limited to, gaskets, etc.
- 2) Damages of any nature or kind whatsoever for unsatisfactory performance caused by improper shipping, misapplication, abuse installation, unsuitable or improper use/operation of the Ductless and Ducted Split Unit, improper servicing, unauthorized alteration, incorrect start-up by any party whatsoever, incorrect or careless handling, improper control adjustment or control strategy.
- 3) Disregarding any or all instructions in any of the manuals supplied with the Ductless and Ducted Split Unit ; Improper or careless handling or storage of the Ductless and Ducted Split Unit, alteration of the Ductless and Ducted Split Unit, or the use of unauthorized replacement parts.
- 4) Contractor workmanship, or repairs / replacement parts due to poor workmanship of the Contractor.
- 5) Components / parts not furnished by Viessmann, including, but not limited to field supplied lineset and control accessories.
- 6) Damage caused by improper care or maintenance of the Ductless and Ducted Split Unit or failure to inspect and maintain/service the Ductless and Ducted Split Unit in accordance with its manuals.
- 7) Damage to the Ductless and Ducted Split Unit or its original parts caused by excessive temperatures or pressures, electrical failures, insurrection, riots, or acts of God / Force Majeure / events beyond the reasonable control of Viessmann, floods, fire, lightning, accidents, corrosive environments, rust, wear and tear, and situating the Ductless and Ducted Split Unit in an unsuitable location, or continuing use of the Ductless and Ducted Split Unit after onset of a malfunction or discovery of a defect.
- 8) Damage as a result of failure to adequately protect the Ductless and Ducted Split Unit or its components from damage as a result of frost or freezing, consistent with all product manuals.
- 9) Damage as a result of any wildlife or insect infestation, nesting, or interference / damage caused as a result of failure to secure the Ductless and Ducted Split Unit or its components from wildlife or insects.
- 10) Damage to the Ductless and Ducted Split Unit resulting from a corrosive environment or atmosphere or contact with corrosive materials that include, but are not limited to, chlorine, fluorine, salt, sulfur, recycled or waste water (including "gray" water), fertilizers, rust, or other damaging substances or chemicals.
- 11) Damage or failure to start due to voltage conditions, inoperative or blown fuses, open circuit breakers, or the insufficient, unavailability, or interruption of electrical service at the installation site.
- 12) Refrigerant or any costs related to refrigerant. This includes failure to use the proper refrigerant or observe refrigerant regulations.
- 13) Electricity or fuel costs or increases in electricity or fuel costs from any reason whatsoever including additional or unusual use of supplemental electric heat.
- 14) Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing, or handling of either failed parts, or replacement parts, or new units.
- 15) Any product not installed pursuant to any applicable government minimum efficiency standard.
- 16) Normal maintenance as outlined in the installation and servicing instructions or owner's manual including but not limited to coil cleaning, filter cleaning, and/or replacement, and lubrication.
- 17) Components not supplied or designated by Viessmann, or damages resulting from their use.
- 18) Any special, indirect, or consequential property or commercial damage of any nature whatsoever. Some Provinces do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.
- 19) Any product purchased on the internet.
- 20) Viessmann may require any defective product(s), parts, or components be returned to Viessmann directly, or through a Contractor, distributor or authorized third party sales representative.

OWNER'S RESPONSIBILITIES

The Owner is responsible for:

- 1) All labor costs, transportation / shipping / handling / delivery costs, any costs associated with examination, gaining or repairing access to the Ductless and Ducted Split Unit or its components, or any other costs associated with repair or replacement under this warranty
- 2) Selecting a qualified Contractor.
- 3) Following all instructions enclosed with the Ductless and Ducted Split Unit.
- 4) Retaining proof of installation, service and maintenance records.
- 5) Contacting a Contractor, or the business you purchased the Ductless and Ducted Split Unit from, when a problem is detected.

LIMITATIONS

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, AND IS THE SOLE AND EXCLUSIVE REMEDY OF THE OWNER. ALL IMPLIED WARRANTIES (AND IMPLIED CONDITIONS IN CANADA) INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED. ANY SUCH WARRANTY IMPOSED BY LAW IS LIMITED TO THE WARRANTY PERIODS CONTAINED WITHIN THIS WARRANTY. NO WARRANTY ARISING OUT OF USAGE, CUSTOM, COURSE OF DEALING OR COURSE OF PERFORMANCE IS GIVEN BY VISSMANN OR SHALL ARISE IN CONNECTION WITH THIS WARRANTY. Some Provinces/Territories do not allow limitations on how long an implied warranty lasts, so the above limitation may vary by Province/Territory, or may not apply to you.

VISSMANN SHALL NOT BE RESPONSIBLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST PROFITS). THE MAXIMUM CUMULATIVE LIABILITY OF VISSMANN SHALL NOT EXCEED THE PURCHASE PRICE THE OWNER PAID FOR THE DUCTLESS AND DUCTED SPLIT UNITS. Some Provinces/Territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

TRANSFER AND ASSIGNABILITY

An Owner may Transfer and Assign this Warranty to a new Owner, subject to the following conditions: the new Owner is subject to all Terms and Conditions, requirements, exclusions, and any and all tenets of this Warranty. The duration of the assigned or transferred warranty will be the unexpired term remaining in the Warranty Period(s).

APPLICABLE LAW AND DISPUTE RESOLUTION

This warranty shall be construed in accordance with the laws of the Province of Ontario in Canada. All disputes arising from this warranty shall be brought before a court of appropriate jurisdiction, Owner and Viessmann waiving any objections to venue in, the exercise of jurisdiction by the appropriate courts of the Province of Ontario.

HOW TO MAKE A WARRANTY CLAIM

For Warranty service, contact a Contractor. If this does not result in Warranty service, contact Viessmann directly at the appropriate address below. The Owner must notify Viessmann in writing, by certified or registered letter to Viessmann, using the contact information listed below, of any defect or complaint with the product, stating the defect or complaint and a specific request for repair, replacement, or other correction of the product under warranty, mailed at least thirty (30) days before pursuing any legal rights or remedies.

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