



LIMITED WARRANTY MITSUBISHI ELECTRIC LOSSNAY® VENTILATION EQUIPMENT

MITSUBISHI ELECTRONICS AMERICA, INC. (“MELA”) warrants to the original end-user of this Lossnay product under applicable local and state laws within the continental United States, Alaska and Hawaii that should it prove defective by reason of against defects arising from improper workmanship and/or material:

A. FIVE-YEAR PARTS WARRANTY. The parts are warranted for a period of five (5) years to the original end-user of this product. If it should prove defective due to improper workmanship and/or material under normal use for a period of five years from the date of installation, MELA will repair or replace, at its option, any defective part without charge. Replacement parts are warranted for the remainder of the original warranty period. Parts used for replacement may be replaced with those of like kind and quality and may be new or remanufactured. Defective parts must be made available to MELA in exchange for the replacement part and become the property of MELA.

B. TEN-YEAR LOSSNAY CORE WARRANTY. The Lossnay core is warranted for a period of ten (10) years to the original end-user of this product. If the core should prove defective due to improper workmanship and/or material, MELA will furnish a replacement core, at no charge, which is warranted for the remainder of the original warranty period.

C. No Labor. THIS WARRANTY DOES NOT INCLUDE LABOR or other costs incurred for servicing, repairing, removing, installing, shipping or handling of either defective or replacement parts, or complete unit. Some are all of such costs may be covered by a separate warranty and independent warranty provided by the licensed, authorized MELA Lossnay contractor. For certain items that are designed to be replaced by the owner, the owner is solely responsible for all labor and other costs of installing, disconnecting or dismantling the product and parts used in connection with normal owner-required maintenance. Cleaning is normal consumer-required maintenance, and labor for this procedure is not covered under warranty. Refer to the applicable materials for cleaning and other maintenance procedures.

D. Proper Installation. This Limited Warranty applies only to Lossnay products that are installed by authorized MELA contractors who are licensed for installation under applicable local and state law, and who install the Lossnay product in accordance with (i) all applicable building codes and permits; (ii) MELA’s installation and operation instructions; (iii) good trade practices.

E. Timely Notice. To obtain warranty service and parts replacement, the owner must notify the licensed, authorized MELA Lossnay dealer or contractor who installed the Lossnay product or the nearest licensed, authorized MELA Lossnay 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.

BEFORE REQUESTING SERVICE, review the appropriate documentation to insure proper installation and correct customer control adjustment for the Lossnay product. If the problem persists, please arrange for warranty service.

1. TO OBTAIN WARRANTY SERVICE: [a] Contact the licensed, authorized MELA contractor who installed the Lossnay product, or the nearest licensed, authorized MELA Lossnay contractor, dealer or distributor; [b] Proof of the installation date by a licensed, authorized MELA 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 Lossnay product. **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 MELA can contact the owner should a question of safety arise.

[c] This Limited Warranty applies only while the Lossnay product 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 personal injury caused by or resulting from: [a] accident, abuse, negligence or misuse; [b] operating the Lossnay product 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, authorized MELA contractor or other than pursuant to the manufacturer’s instructions; [d] improper matching of Lossnay components; [e] improper sizing of Lossnay equipment; [f] improper or deferred maintenance contrary to the manufacturer’s instructions; [g] physical abuse to or misuse of the product (including any failure to carry out any maintenance as described in the Operation Manual including cleaning or any product damaged by excessive physical or electrical stress); any products that have had a serial number or any part thereof altered, defaced or removed; product use in any manner contrary to the Operation Manual; freight damage; or any damage caused by force majeure or other factors beyond the reasonable control of MELA, such as power surge damage caused by lightning and fluctuations in or interruptions of electrical power and flood.

3. THIS LIMITED WARRANTY ALSO EXCLUDES SERVICE CALLS WHERE NO DEFECT IN THE PRODUCT COVERED UNDER THIS WARRANTY IS FOUND, all costs, expenses or any other damages arising from product installation or set-ups, any adjustments of user controls or

service of products purchased or serviced outside the continental United States, Alaska and Hawaii. Please consult the operating instructions contained in the Operation Manual furnished with the product for information regarding user controls.

4. THE ONLY REMEDIES ARE PROVIDED IN THIS LIMITED WARRANTY. NO ONE IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY RESPECT, OR TO CREATE FOR US ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THIS PRODUCT. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED, AND DISCLAIMED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE UNDER EXPRESSLY LIMITED TO TERM OF ONE YEAR FROM THE DATE OF ORIGINAL INSTALLATION.

5. UNDER NO CIRCUMSTANCES SHALL MELA BE LIABLE TO THE OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS PRODUCT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE.

6. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental, special, or consequential damages, so the above limitations or exclusions may not apply to you.

7. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

8. This Limited Warranty is valid only in the continental United States, Alaska and Hawaii, and is not transferable.

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