PO Box 2555 1.506.756.8135 Tel Petitcodiac, NB 1.506.756.2988 Fax Canada E4Z 6H4 www.nordicghp.com

# **2014 RESIDENTIAL WARRANTY OVERVIEW**

#### STANDARD WARRANTY OVERVIEW

The standard warranty applies to units manufactured after February 15<sup>th</sup>, 2010. See Maritime Geothermal's Limited Express Residential Warranty Certificate for specific coverage and limitations.

Maritime Geothermal's residential class heat pumps are back by a ten-year limited warranty on major refrigerant circuit components and a five-year limited warranty on all remaining components. Accessories such as, thermostats, water valves, pump modules and electric heaters carry a five-year limited warranty when installed with Maritime Geothermal units. Accessories, when purchased separately, will only be covered under warranty for one year from the date of purchase.

Maritime Geothermal backs up its commitment to quality by include a service labor allowance for the first five years on the compressor and major refrigerant circuit parts and two years on all other parts, including thermostats, auxiliary electric heaters and geothermal pumping modules when installed and purchased with our geothermal units.

A copy of the installation start up record endorsed by the owner and dealer/installer must be forwarded to Maritime geothermal within 90 days of installation in order for the warranty to apply.

# MARITIME GEOTHERMAL LTD.

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2014 Repair/Replacement Labor	Labour		Allowance Term	
Allowance Schedule*:	Allowance			
	Hours	Dollars	Standard	EFSLW***
Air Coil Replacement	6	\$300.00	5 years	10 years
Compressor Replacement	5	\$250.00	5 years	10 years
Water Coil Replacement	6	\$300.00	5 years	10 years
Hot Water Generator Coil Replacement	5	\$250.00	5 years	10 years
Reversing Valve Body Replacement	5	\$250.00	5 years	10 years
Expansion Valve Replacement	5	\$250.00	5 years	10 years
Refrigeration Leak (brazing required)	5	\$250.00	5 years	10 years
Pressure Switch Replacement	1	\$50.00	2 years	5 years
Blower Motor Replacement	1	\$50.00	2 years	5 years
Internal Water Leak Repair – loop circuit	3	\$150.00	2 years	5 years
External Water Valve Replacement – open	1.5	\$75.00	2 years	5 years
loop				
Water Pump or Valve Replacement – loop	3	\$150.00	2 years	5 years
circuit				
Internal Water Leak Repair – hot water	1.5	\$75.00	2 years	5 years
circuit				
Water Pump Replacement – hot water	1	\$50.00	2 years	5 years
Electronic Control Board Replacement	1	\$50.00	2 years	5 years
Thermostat Replacement	1	\$50.00	2 years	5 years
Blower Wheel Replacement	1.5	\$75.00	2 years	5 years
Noise Repair	1	\$50.00	2 years	5 years
All other warranty components	1	\$50.00	2 years	5 years
replacements				
Diagnostic Allowance	0.5	\$25.00	2 years	5 years
Travel Allowance 25 miles or less, one way	0.5	\$25.00	**	**
Travel Allowance over 25 miles, one way	1	\$50.00	**	**
Refrigerant Allowance – R22	\$6/lb		**	**
Refrigerant Allowance – R410a	\$6/lb		**	**

<sup>\*\*</sup> Same time period as covered repair or replacement

- 1. All allowances requiring entry into or repair of the refrigerant circuit includes evacuation, reclaim, recharge and drier change.
- 2. Allowance for compressor replacement includes cleanup, evacuation, reclaim, recharge, and drier change.
- 3. Noise repair paid only when due to internal component failure, malfunction, or misalignment.
- 4. Diagnostic allowance will be paid only in conjunction with a covered replacement or repair.
- 5. Only one (1) travel allowance will be paid in conjunction with a covered replacement or repair.
- 6. Claims with multiple component replacements:
  - a. Most significant component will receive allowance per schedule above.

<sup>\*</sup>Eligibility: The 2010 warranty and labor allowance schedule applies only to Maritime Geothermal units manufactured after February 15<sup>th</sup>, 2010.

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- b. Each additional component will receive an allowance of 0.5 hours.
- c. Only one diagnostic claim allowed even for multiple component replacement.
- 7. Allowed hours are total man-hours.
- 8. Pre-approval is required if anticipated claim exceeds \$300.
- 9. All claims must be submitted within 90 days of failure date.
- 10. Be prepared to submit service invoice and/or records upon request.



# MARITIME GEOTHERMAL LTD. LIMITED EXPRESS RESIDENTIAL WARRANTY

It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Maritime Geothermal Ltd., a corporation registered in New Brunswick, Canada, ("MG") or its representatives, relating to MG's products, whether oral, written or contained in any sales literature, catalogue or agreement, are not express warranties and do not form a part of the basis of the bargain, but are merely MG's opinion or commendation of MG's products.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO EXPRESS WARRANTY AS TO ANY OF MG'S PRODUCTS.

MG MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

MG MAKES NO WARRANTY AGAINST LATENT DEFECTS.

#### LIMITED EXPRESS RESIDENTIAL WARRANTY- PARTS

MG warrants its Residential Class products, purchased and retained in the United States of America and Canada, to be free from defects in material and workmanship under normal use and maintenance as follows:

- (1) Air conditioning, heating and/or heat pump units built or sold by MG ("MG Units") for five (5) years from the Warranty Inception Date (as defined below).
- (2) Thermostats, auxiliary electric heaters and geothermal pumping modules built or sold by MG, when installed with MG Units, for five (5) years from the Warranty Inception Date (as defined below).
- (3) Sealed refrigerant circuit components of MG Units (which components only include the compressor, refrigerant to air/water heat exchangers, reversing valve body and refrigerant metering device) for ten (10) years from the Warranty Inception Date (as defined below).
- (4) Other accessories and parts built or sold by MG, when installed and purchased with MG Units, for five (5) years from the date of shipment from MG.
- (5) Other accessories, when purchased separately, for (1) year from the date of shipment from MG.

The "Warranty Inception Date" shall be the date of original unit installation, as per the date on the installation start up record or six (6) months from date of unit shipment from MG, whichever comes first.

To make a claim under this warranty, parts must be returned to MG in Petitcodiac, New Brunswick, freight prepaid, no later than ninety (90) days after the date of the failure of the part. If MG determines the part to be defective and within MG's Limited Express Residential Warranty, MG shall, when such part has been either replaced or repaired, return such to a factory recognized distributor, dealer or service organization, freight prepaid. The warranty on any part repaired or replaced under warranty expires at the end of the original warranty period.

# LIMITED EXPRESS RESIDENTIAL WARRANTY- LABOR

This Limited Express Residential Labor Warranty shall cover the **labor** incurred by MG authorized service personnel in connection with the installation of a new or repaired warranty part that is covered by this Limited Express Residential Warranty only to the extent specifically set forth in the current **labor** allowance schedule "A" provided by MG's Warranty Department and only as follows:

- (1) MG Units for two (2) years from the Warranty Inception Date.
- (2) Thermostats, auxiliary electric heaters and geothermal pumping modules built or sold by MG, when installed with MG Units, for two (2) years from the Warranty Inception Date.
- (3) Sealed refrigerant circuit components of MG Units (which components only include the compressor, refrigerant to air/water heat exchangers, reversing valve body and refrigerant metering device) for five (5) years from the Warranty Inception Date.

**Labor** costs are not covered by this Limited Express Residential Warranty to the extent they **exceed** the amount allowed under said allowance schedule, they are not specifically provided for in said allowance schedule, they are not the result of work performed by MG authorized service personnel, they are incurred in connection with a part not covered by this Limited Express Residential Warranty, or they are incurred more than the time periods set forth in this paragraph after the Warranty Inception Date.

This warranty does not cover and does not apply to:

- (1) Air filters, fuses, refrigerant, fluids, oil.
- (2) Products relocated after initial installation.
- (3) Any portion or component of any system that is not supplied by MG, regardless of the cause of the failure of such portion or component.
- (4) Products on which the unit identification tags or labels have been removed or defaced.
- (5) Products on which payment to MG, or to the owner's seller or installing contractor, is in default.
- (6) Products subjected to improper or inadequate installation, maintenance, repair, wiring or voltage conditions.
- (7) Products subjected to accident, misuse, negligence, abuse, fire, flood, lightning, unauthorized alteration, misapplication, contaminated or corrosive air or liquid supply, operation at abnormal air or liquid temperatures or flow rates, or opening of the refrigerant circuit by unqualified personnel.
- (8) Mold, fungus or bacteria damages.
- (9) Corrosion or abrasion of the product.
- (10) Products supplied by others.
- (11) Products which have been operated in a manner contrary to MG's printed instructions.
- (12) Products which have insufficient performance as a result of improper system design or improper application, installation, or use of MG's products.
- (13) Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever.

Except for the limited **labor** allowance coverage set forth above, MG is not responsible for:

- (1) The costs of any fluids, refrigerant or system components **supplied by others**, or associated **labor** to repair or replace the same, which is incurred as a result of a defective part covered by MG's Limited Residential Warranty.
- (2) The costs of **labor**, refrigerant, materials or service incurred in diagnosis and removal of the defective part, or in obtaining and replacing the new or repaired part.
- (3) Transportation costs of the defective part from the installation site to MG, or of the return of that part if not covered by MG's Limited Express Residential Warranty.
- (4) The costs of normal maintenance.

This Limited Express Residential Warranty applies to MG Residential Class products manufactured on or after February 15, 2010

MG'S LIABILITY UNDER THE TERMS OF THIS LIMITED WARRANTY SHALL APPLY ONLY TO THE MG UNITS REGISTERED WITH MG THAT BEARS THE MODEL AND SERIAL NUMBERS STATED ON THE INSTALLATION START UP RECORD, AND MG SHALL NOT, IN ANY EVENT, BE LIABLE UNDER THE TERMS OF THIS LIMITED WARRANTY UNLESS THIS INSTALLATION START UP RECORD HAS BEEN ENDORSED BY OWNER & DEALER/INSTALLER AND RECIEVED BY MG LIMITED WITHIN 90 DAYS OF START UP.

**Limitation:** This Limited Express Residential Warranty is given in lieu of all other warranties. If, not withstanding the disclaimers contained herein, it is determined that other warranties exist, any such express warranty, including without limitation any express warranties or any implied warranties of fitness for particular purpose and merchantability, shall be limited to the duration of the Limited Express Residential Warranty.

#### **LIMITATION OF REMEDIES**

In the event of a breach of the Limited Express Residential Warranty, MG will only be obligated at MG's option to repair the failed part or unit, or to furnish a new or rebuilt part or unit in exchange for the part or unit which has failed. If after written notice to MG's factory in Petitcodiac, New Brunswick of each defect, malfunction or other failure, and a reasonable number of attempts by MG to correct the defect, malfunction or other failure, and the remedy fails of its essential purpose, MG shall refund the purchase price paid to MG in exchange for the return of the sold good(s). Said refund shall be the maximum liability of MG.

THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER OR PURCHASER AGAINST MG FOR BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR MG'S NEGLIGENCE OR IN STRICT LIABILITY.

#### LIMITATION OF LIABILITY

MG shall have no liability for any damages if MG's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to: any war, civil unrest, government restrictions or restraints, strikes, or work stoppages, fire, flood, accident, shortages of transportation, fuel, material, or labor, acts of God or any other reason beyond the sole control of MG.

MG EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR MG'S NEGLIGENCE OR AS STRICT LIABILITY.

# **OBTAINING WARRANTY PERFORMANCE**

Normally, the dealer or service organization who installed the products will provide warranty performance for the owner. Should the installer be unavailable, contact any MG recognized distributor, dealer or service organization. If assistance is required in obtaining warranty performance, write or call:

Maritime Geothermal Ltd • Customer Service • PO Box 2555 • Petitcodiac, New Brunswick E4Z 6H4 • (506) 756-8135 • info@nordicghp.com

NOTE: Some states or Canadian provinces do not allow limitations on how long an implied warranty lasts, or the limitation or exclusions of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and from Canadian province to Canadian province.

Please refer to the MG Installation, Operation and Maintenance Manual for operating and maintenance instructions.