

# LIMITED WARRANTY

MARITIME GEOTHERMAL LTD. warrants that its geothermal heat pumps shall be free from defects in materials and workmanship for a period of ONE (1) YEAR after the date of installation or for a period of ONE (1) YEAR AND SIXTY (60) DAYS after the date of shipment, whichever occurs first.

MARITIME GEOTHERMAL LTD. shall, at its option, repair or replace any part covered by this warranty. Defective parts shall be returned to MARITIME GEOTHERMAL LTD., transportation charges prepaid. Replacement or repaired parts and components are warranted only for the remaining portion of the original warranty period.

**This warranty is subject to the following conditions:**

1. The geothermal heat pump must be properly installed and maintained in accordance with MARITIME GEOTHERMAL LTD. guidelines.
2. The installer must complete the **Startup Record** and return it to MARITIME GEOTHERMAL LTD. within 21 days of unit installation.
3. For new construction, it is the responsibility of the building or general contractor to supply temporary heat to the structure prior to occupancy. Geothermal heat pumps are designed to provide heat only to the completely finished and insulated structure. Startup of the unit shall not be scheduled prior to completion of construction and final duct installation for validation of this warranty.
4. It is the customer's responsibility to supply the proper quantity and quality of water or properly sized ground loop with adequate freeze protection.

If a geothermal heat pump manufactured by MARITIME GEOTHERMAL LTD. fails to conform to this warranty, MARITIME GEOTHERMAL LTD.'s sole and exclusive liability shall be, at its option, to repair or replace any part or component which is returned by the customer during the applicable warranty period set forth above, provided that (1) MARITIME GEOTHERMAL LTD. is promptly notified in writing upon discovery by the customer that such part or component fails to conform to this warranty; (2) the customer returns such part or component to MARITIME GEOTHERMAL LTD., transportation charges prepaid, within (30) thirty days of failure, and (3) MARITIME GEOTHERMAL LTD.'s examination of such component discloses to its satisfaction that such part or component fails to conform to this warranty and the alleged defects were not caused by accident, misuse, neglect, alteration, improper installation, repair or improper testing. MARITIME GEOTHERMAL LTD. will not be responsible for any consequential damages or labour costs incurred. In addition, MARITIME GEOTHERMAL LTD. will not be responsible for the cost of replacement parts purchased from a third party.