

Warranty: W/WH-Commercial Series

COMMERCIAL LIMITED EXPRESS WARRANTY

Unless a statement is specifically identified as a warranty, statements made by Maritime Geothermal Ltd. ("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.

SET FORTH HERE IS THE ONLY EXPRESS WARRANTY THAT APPLIES TO MG'S PRODUCTS. MG MAKES NO WARRANTY AGAINST LATENT DEFECTS. MG MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

LIMITED EXPRESS COMMERCIAL WARRANTY - PARTS

MG warrants its Commercial 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) Heat pumps / chillers built or sold by MG for one (1) year from the Warranty Inception Date (as defined below).
- (2) Compressors of above units for five (5) years from the Warranty Inception Date (as defined below).
- (3) 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 Startup Record; or sixty (60) days 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 Commercial 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 COMMERCIAL WARRANTY - LABOUR

MARITIME GEOTHERMAL LTD. will not be responsible for any consequential damages or labour costs incurred.

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, including but not limited to:
 - Indoor or outdoor loop flow lower than listed in engineering specification or as expressly approved by MARITIME GEOTHERMAL LTD.
 - Operating the heat pump either manually or with automated controls so that the unit is forced to function outside its normal operating range
 - Disabling of safety controls
 - Insufficient loop antifreeze concentration for loop temperature, or antifreeze concentration incorrectly set in control board
 - Fouled heat exchangers due to poor water quality
 - Failure to use strainers or clean them regularly
 - Impact or physical damage sustained by the heat pump
 - Poor refrigeration maintenance practices, including brazing without nitrogen flow, or using wrong braze/flux
 - Incorrect voltage or missing phase supplied to unit
 - Unit modified electrically or mechanically from factory supplied condition
 - Water quality outside of recommended limits (e.g. salinity or pH)
 - Unit not mounted with supplied anti-vibration grommets when specified for use
 - Corrosion damage due to corrosive ambient environment
 - Failure due to excessive cycling caused by improper mechanical setup or improperly programmed external controller
 - Physical loads or pressures placed on unit from external equipment
- (7) Mold, fungus or bacteria damage
- (8) Corrosion or abrasion of the product.
- (9) Products supplied by others.
- (10) Electricity or fuel, or any increases or unrealized savings in same, for any reason whatsoever.

MG is not responsible for:

- (1) The costs of fluids, refrigerant or system components **supplied by others**, or associated **labour** to repair or replace the same, which is incurred as a result of a defective part covered by MG's Limited Commercial Warranty.
- (2) The costs of **labour**, refrigerant, materials, or service incurred in diagnosis and removal of 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 warranty coverage declined.
- (4) The costs of normal maintenance.

MG'S LIABILITY UNDER THE TERMS OF THIS LIMITED WARRANTY SHALL APPLY ONLY TO THE MG UNITS REGISTERED WITH MG THAT BEAR 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 RECEIVED BY MG LIMITED WITHIN 90 DAYS OF START UP.

Limitation: This Limited Express Commercial Warranty is given in lieu of all other warranties. If, notwithstanding 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 Commercial Warranty.

LIMITATION OF REMEDIES

In the event of a breach of the Limited Express Commercial 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 labour, 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.

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.