



## Engineering Specification / Submittal

**WH-140-H-Y-\*S-P\*** *(Non-reversing)*

**WH-140-HAC-Y-\*S-PP** *(Reversing)*

**High Temperature Commercial Water to Water Heat Pump / Chiller**

**Single Compressor, R513a, 60 Hz**

**Heating/Cooling or Dedicated Domestic Hot Water Application**

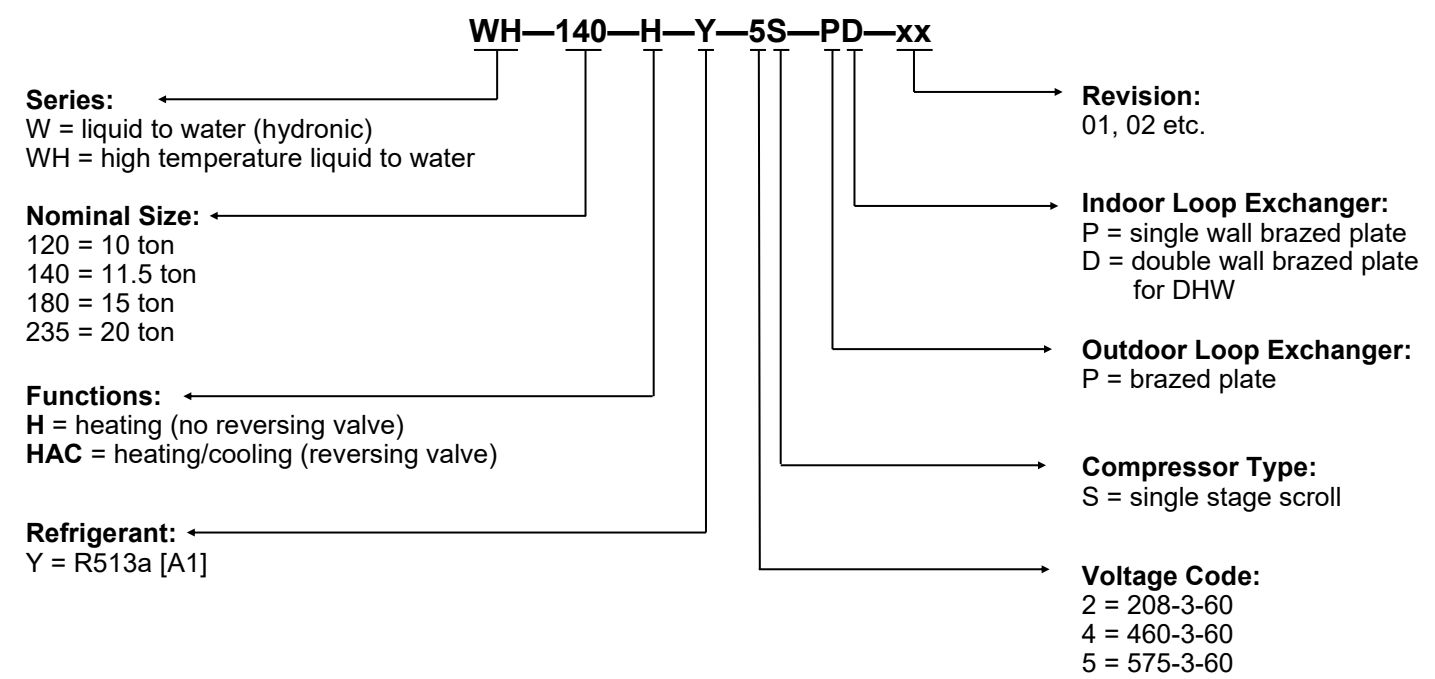
**Nominal Size 11.5 Ton**



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# Model Nomenclature



APPLICATION/AVAILABILITY TABLE

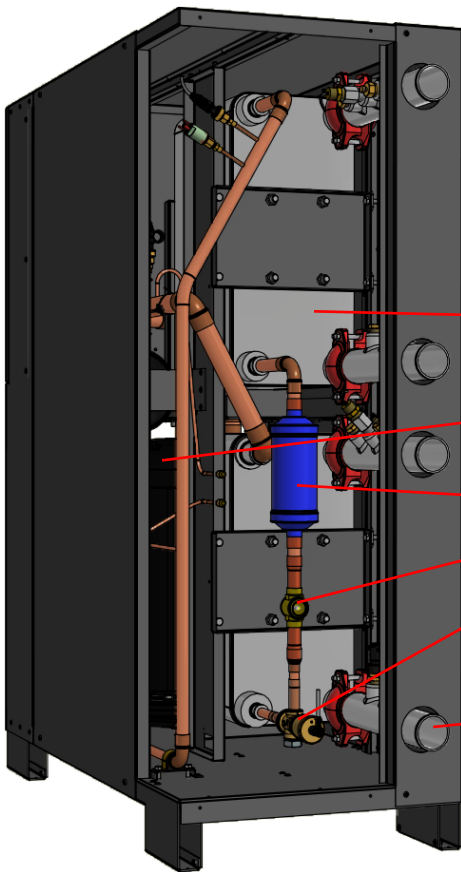
MODEL	FUNCTION	REFRIGERANT	VOLTAGE	COMPRESSOR	OUTDOOR COIL	INDOOR COIL	REVISIONS				
WH-140	H	Y	2 4 5	S	P	P D	01				
	HAC	Y	2 4 5	S	P	P	01				

This manual applies only to the models and revisions listed in this table.

Maritime Geothermal Ltd. has a continuous improvement policy and reserves the right to modify specification data at any time without prior notice .

# Features

- ⇒ **Single compressor** design allows double wall condenser option for direct heating of **domestic hot water (DHW)**
- ⇒ **R513a** refrigerant (GWP=573) is climate change-friendly & complies with 2025 regulations. *Note that R513a is an A1 refrigerant with no special mechanical room considerations.*
- ⇒ **High temperature:** 160°F (71°C) hot loop, with source loop at minimum 40°F (4°C)
- ⇒ **TUV listed** (CSA/UL/ETL equivalent)

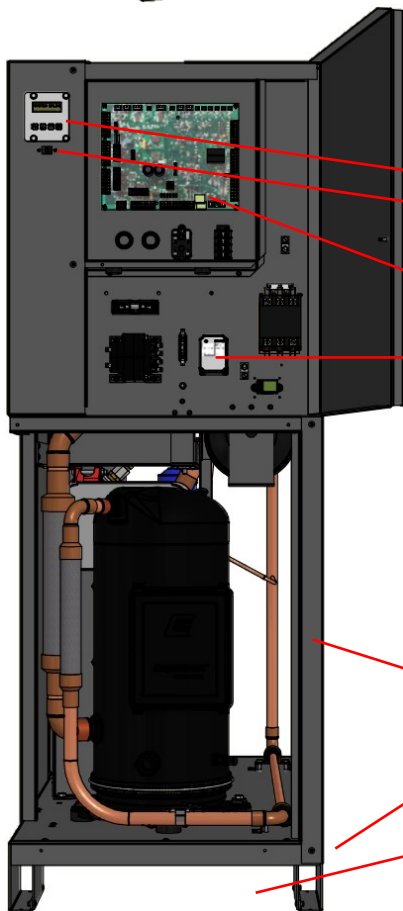


## Refrigeration Circuit

- 316SS brazed plate heat exchangers, insulated
- Optional double wall condenser for direct heating of domestic hot water ("H" non-reversing units only)
- Copeland scroll compressor w/crankcase heater & suction accumulator
- High and low pressure & suction temperature sensors
- solid core filter-dryer
- sight glass
- Electronic Expansion Valve (EEV)
- Optional reversing valve

## Loop Connections

- 2" 316SS water lines with Victaulic connections, insulated
- Flow switch standard for outdoor loop, and also for indoor loop on reversing -HAC units
- temperature sensor and P/T port on each water line



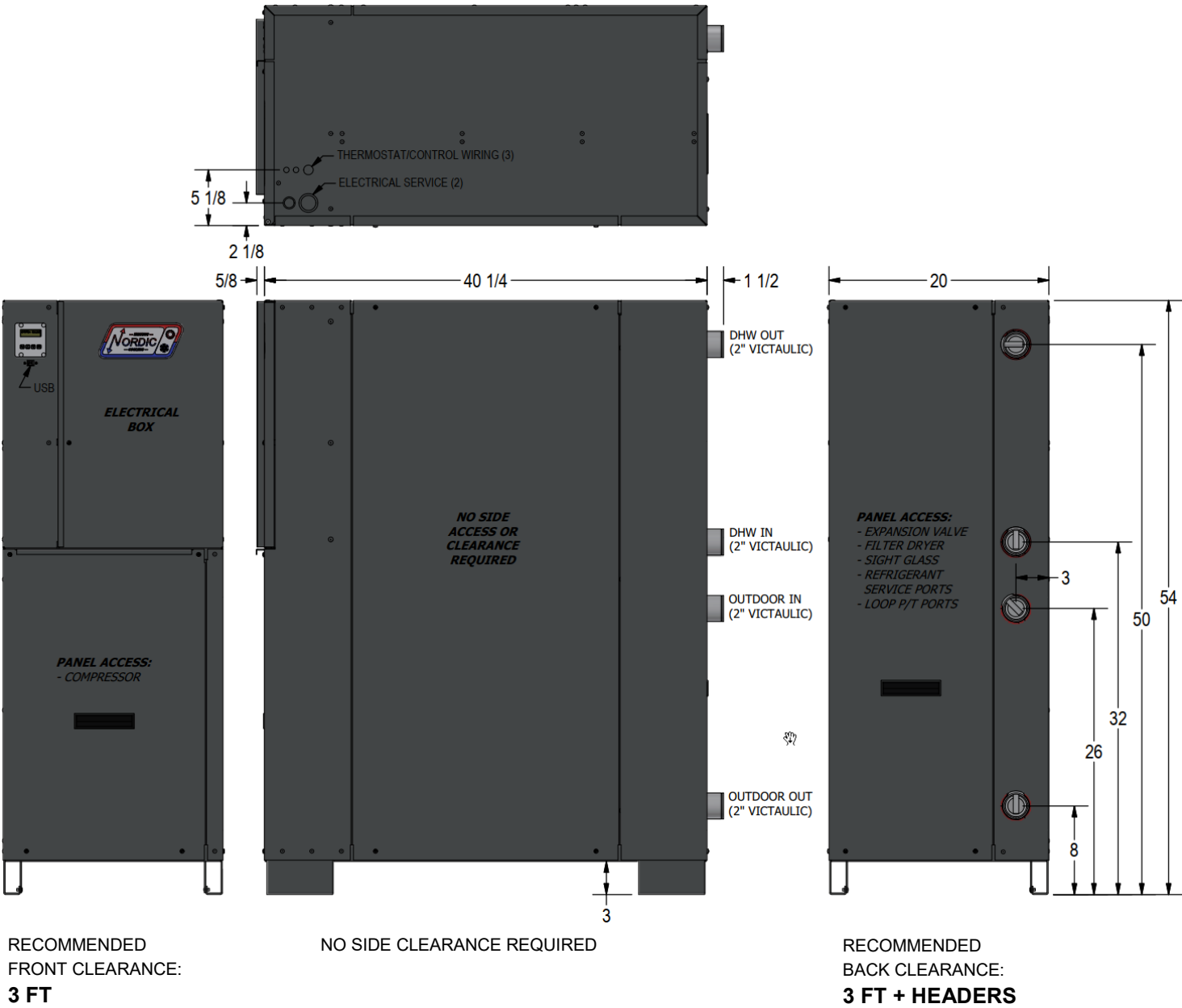
## Electrical & Control

- 2 x 16 LCD display for control and data access
- USB port for complete data access using laptop computer and provided software; including real-time charting, data logging, and diagnostic functionality with manual override operation
- Advanced control board with BACnet MS/TP interface for remote control and data access including all sensor data & alarm conditions
- 3-phase protection
- Dry contacts for external pump control

## Frame & Enclosure

- heavy duty cabinet with 5 removable access panels, constructed of 16ga satin galvanized steel, with powder coat finish and 1" insulation
- Only end access is required, allowing multiple units to be installed side by side with no side clearance using horizontal headers
- frame design allows unit to be picked up with forklift from either side or either end
- height clearance accommodates pallet jack

# Dimensions



All dimensions in inches.

# Specifications

## Electrical Specifications (R513a)

MODEL	Nomenclature Identifier	Power Supply			Compressors (each)		FLA	MCA	Maximum Fuse/Breaker	Minimum Wire Size
		V-ø-Hz	MIN	MAX	RLA	LRA	Amps	Amps	Amps	ga
WH-140	2	208-3-60	187	229	57.1	300	57.6	71.9	125	#2-3
	4	460-3-60	414	506	23.7	150	24.2	30.1	50	#8-3
	5	575-3-60	518	632	20.5	109	21.0	26.1	40	#8-3

## Refrigerant Charge



MODEL	TYPE	lb	kg	OIL
WH-140	R513a	12.5	5.7	POE

- Oil capacity is marked on the compressor label.  
- Refrigerant charge is **subject to revision; actual charge is indicated on the unit nameplate.**

## Shipping Information

MODEL	WEIGHT lb. (kg)	DIMENSIONS in (cm)		
		L	W	H
WH-140	675 (307)	60 (152)	30 (76)	60 (152)

## WH-SERIES Operating Temperature Limits

Loop	Mode	Parameter	(°F)	(°C)	Note
Indoor Loop	<b>HEATING</b> (indoor is hot loop)	Minimum EWT	70 - 110	21 - 43	Use formula (Outdoor EWT + 20°F) or (Outdoor EWT + 11°C). Lower temperatures require 0-10VDC modulating water valve, or manual flow reduction at startup.
		Maximum LWT	160	71	
	<b>COOLING</b> (reversing HAC units only, indoor is cold loop)	Minimum LWT  32	90	0	EWT should normally be 40°F (4°C) or greater.
		Maximum ELT	90	32	0-10VDC modulating water valve required on indoor loop above this temperature, or manual flow reduction at startup
Outdoor Loop	<b>HEATING</b> (outdoor is cold loop)	Minimum LWT  32	90	0	EWT should normally be 40°F (4°C) or greater.
		Maximum ELT	90	32	0-10VDC modulating water valve required on outdoor loop above this temperature to limit suction pressure (contact Engineering for firmware revision of this feature)
	<b>COOLING</b> (reversing HAC units only, outdoor is hot loop)	Minimum EWT	70 - 110	21 - 43	Use formula (Outdoor EWT + 20°F) or (Outdoor EWT + 11°C). Lower temperatures require 0-10VDC modulating water valve.
		Maximum LLT/LWT	160	71	

EWT: Entering Water Temperature

LWT: Leaving Water Temperature

Values in these tables are for rated liquid and water flows.

# Specifications

Recommended Flow Rates				
MODEL	OUTDOOR LOOP		INDOOR LOOP	
	gpm(US)	L/s	gpm(US)	L/s
WH-140	34	2.1	34	2.1

Heat Pump Holdup Volumes						
MODEL	OUTDOOR LOOP		INDOOR LOOP (SINGLE WALL 'PP')		INDOOR LOOP (DOUBLE WALL 'PD')	
	US gal	L	US gal	L	US gal	L
WH-140	2.29	8.66	2.29	8.66	2.67	10.1

Pressure Drop Data  
(US UNITS)

		OUTDOOR LOOP & INDOOR LOOP w/ SINGLE WALL OPTION					INDOOR LOOP w/ DOUBLE WALL OPTION	
		water 130°F	water 104°F	water 50°F	15% methanol 32°F	35% prop. glycol 32°F	DHW 140°F	DHW 50°F
WH-140	USgpm	psi	psi	psi	psi	psi	psi	psi
	20	0.7	0.7	0.7	0.9	1.1	0.8	0.8
	22	0.8	0.8	0.8	1.0	1.3	0.9	0.9
	24	0.9	0.9	1.0	1.1	1.5	1.0	1.1
	26	1.1	1.1	1.1	1.3	1.7	1.2	1.3
	28	1.2	1.2	1.3	1.5	1.9	1.4	1.5
	30	1.4	1.4	1.5	1.7	2.2	1.6	1.7
	32	1.6	1.6	1.7	1.9	2.5	1.8	1.9
	<b>34</b>	<b>1.8</b>	<b>1.8</b>	<b>1.9</b>	<b>2.1</b>	<b>2.7</b>	<b>2.0</b>	<b>2.1</b>
	36	2.0	2.0	2.1	2.3	3.0	2.2	2.4

## METRIC

Pressure Drop Data  
(METRIC UNITS)

		OUTDOOR LOOP & INDOOR LOOP w/ SINGLE WALL OPTION					INDOOR LOOP w/ DOUBLE WALL OPTION	
		water 130°F	water 104°F	water 50°F	15% methanol 32°F	35% prop. glycol 32°F	DHW 140°F	DHW 50°F
WH-140	L/s	kPa	kPa	kPa	kPa	kPa	kPa	kPa
	1.3	5	5	5	6	8	5	5
	1.4	5	5	6	7	9	6	6
	1.5	6	6	7	8	10	7	8
	1.6	7	7	8	9	12	8	9
	1.8	8	9	9	10	13	9	10
	1.9	10	10	10	12	15	11	12
	2.0	11	11	12	13	17	12	13
	<b>2.1</b>	<b>12</b>	<b>12</b>	<b>13</b>	<b>15</b>	<b>19</b>	<b>14</b>	<b>15</b>
	2.3	14	14	14	16	21	15	16

# Performance Tables - WH-Series

WH-140-H\*\*-Y-\*S-P\* R513a, 60 Hz, ZH64KCE-TED (460-3-60)

\* Cooling via reversing models (-HAC), or switching indoor/outdoor  
 \*\* Lower cooling mode outdoor loop ELT's may require flow control  
 † Compressor current is for 460-3-60.  
 [Multiply by 2.2 for 208-3-60, by 0.8 for 575-3-60.]

HEATING	OUTDOOR LOOP (Water)						ELECTRICAL		INDOOR LOOP (Water)						
	ELT (°F)	Evap. Temp.	Flow (gpm)	LLT (°F)	Delta T (°F)	Heat Abs. (Btu/hr)	Compressor Current (A) <sup>†</sup>	Input Power (W)	EWT (°F)	Cond. Temp.	Flow (gpm)	LWT (°F)	Delta T (°F)	Heating (Btu/hr)	COP <sub>H</sub>
	50	40	34	45	-4.6	78,500	14.0	8,366	114	126	34	120	6.3	106,700	3.74
	60	48	34	54	-5.6	95,400	14.5	8,668	113	126	34		7.4	124,700	4.22
	70	57	34	63	-6.8	115,000	15.0	8,999	111	126	34		8.6	145,400	4.74
	80	65	34	72	-8.1	137,800	15.5	9,375	110	126	34		10.1	169,500	5.30
	90	74	34	80	-9.7	164,100	16.2	9,816	108	127	34		11.7	197,300	5.89
	50	41	34	46	-4.0	68,500	15.8	10,077	134	145	34	140	6.1	102,600	2.98
	60	50	34	55	-4.9	83,100	16.3	10,401	133	146	34		7.1	118,300	3.33
	70	58	34	64	-5.9	99,500	16.8	10,735	132	146	34		8.1	135,800	3.71
	80	67	34	73	-7.0	118,500	17.4	11,120	131	146	34		9.3	156,100	4.11
	90	75	34	82	-8.3	140,100	18.0	11,550	129	146	34		10.7	179,200	4.55
	50	42	34	47	-3.3	56,600	17.7	11,953	154	165	34	160	5.8	97,100	2.38
	60	51	34	56	-4.1	69,100	18.3	12,326	153	166	34		6.6	110,800	2.63
	70	60	34	65	-4.9	82,800	18.9	12,726	153	166	34		7.5	125,900	2.90
80	68	34	74	-5.8	98,300	19.5	13,144	151	166	34	8.6		142,800	3.18	
90	77	34	83	-6.9	116,000	20.2	13,610	150	167	34	9.7		162,100	3.49	

COOLING*	ELT (°F)	Cond. Temp.	Flow (gpm)	LLT (°F)	Delta T (°F)	Heat Rej. (Btu/hr)	Compressor Current (A)†	Input Power (W)	EWT (°F)	Evap. Temp.	Flow (gpm)	LWT (°F)	Delta T (°F)	Cooling (Btu/hr)	EER
	50	73	34	57	7.3	123,600	10.1	4,589	54	36	34	47	-6.4	108,400	23.6
	55	79	34	62	7.2	123,100	10.6	5,012		36	34	47	-6.3	106,500	21.2
	60	84	34	67	7.2	122,500	11.2	5,463		37	34	48	-6.1	104,300	19.1
	65	89	34	72	7.2	122,100	11.8	5,936		37	34	48	-6.0	102,300	17.2
	70	94	34	77	7.2	121,500	12.4	6,445		38	34	48	-5.9	99,900	15.5
	75	100	34	82	7.1	121,000	13.1	6,982		38	34	48	-5.7	97,600	14.0
	80	105	34	87	7.1	120,400	13.8	7,565		39	34	48	-5.6	95,000	12.6
	85	110	34	92	7.1	120,000	14.6	8,185		39	34	48	-5.4	92,500	11.3
	90	115	34	97	7.1	119,500	15.5	8,861		40	34	48	-5.3	89,700	10.1
	95	121	34	102	7.1	119,300	16.4	9,584		41	34	49	-5.1	87,000	9.1

METRIC

HEATING	OUTDOOR LOOP (Water)						ELECTRICAL		INDOOR LOOP (Water)						
	ELT (°C)	Evap. Temp.	Flow (L/s)	LLT (°C)	Delta T (°C)	Heat Abs. (kW)	Compressor Current (A) <sup>†</sup>	Input Power (W)	EWT (°C)	Cond. Temp.	Flow (L/s)	LWT (°C)	Delta T (°C)	Heating (kW)	COP <sub>H</sub>
	10.0	4.3	2.1	7.4	-2.6	23.0	14.0	8,366	45.4	51.9	2.1	49	3.5	31.3	3.74
	15.6	9.1	2.1	12.5	-3.1	28.0	14.5	8,668	44.8	52.1	2.1		4.1	36.6	4.22
	21.1	13.8	2.1	17.3	-3.8	33.7	15.0	8,999	44.1	52.3	2.1		4.8	42.6	4.74
	26.7	18.5	2.1	22.2	-4.5	40.4	15.5	9,375	43.3	52.4	2.1		5.6	49.7	5.30
	32.2	23.2	2.1	26.8	-5.4	48.1	16.2	9,816	42.4	52.6	2.1		6.5	57.8	5.89
	10.0	5.1	2.1	7.8	-2.2	20.1	15.8	10,077	56.6	62.9	2.1	60	3.4	30.1	2.98
	15.6	9.8	2.1	12.9	-2.7	24.4	16.3	10,401	56.1	63.1	2.1		3.9	34.7	3.33
	21.1	14.6	2.1	17.8	-3.3	29.2	16.8	10,735	55.5	63.2	2.1		4.5	39.8	3.71
	26.7	19.3	2.1	22.8	-3.9	34.7	17.4	11,120	54.8	63.3	2.1		5.2	45.8	4.11
	32.2	24.1	2.1	27.6	-4.6	41.1	18.0	11,550	54.1	63.4	2.1		5.9	52.5	4.55
	10.0	5.7	2.1	8.2	-1.8	16.6	17.7	11,953	67.9	74.1	2.1	71	3.2	28.5	2.38
	15.6	10.6	2.1	13.3	-2.3	20.3	18.3	12,326	67.4	74.3	2.1		3.7	32.5	2.63
	21.1	15.4	2.1	18.4	-2.7	24.3	18.9	12,726	66.9	74.5	2.1		4.2	36.9	2.90
	26.7	20.2	2.1	23.5	-3.2	28.8	19.5	13,144	66.3	74.7	2.1		4.8	41.9	3.18
32.2	25.0	2.1	28.4	-3.8	34.0	20.2	13,610	65.7	74.8	2.1	5.4		47.5	3.49	

COOLING*	ELT (°C)	Cond. Temp.	Flow (L/s)	LLT (°C)	Delta T (°C)	Heat Rej. (W)	Compressor Current (A)†	Input Power (W)	EWT (°C)	Evap. Temp.	Flow (L/s)	LWT (°C)	Delta T (°C)	Cooling (W)	COP <sub>c</sub>
	10.0	23	2.1	14.1	4.1	36.2	10.1	4,589	12.0	2	2.1	8.4	-3.6	31.8	6.92
	12.8	26	2.1	16.8	4.0	36.1	10.6	5,012		2	2.1	8.5	-3.5	31.2	6.21
	15.6	29	2.1	19.6	4.0	35.9	11.2	5,463		3	2.1	8.6	-3.4	30.6	5.60
	18.3	32	2.1	22.3	4.0	35.8	11.8	5,936		3	2.1	8.7	-3.3	30.0	5.04
	21.1	35	2.1	25.1	4.0	35.6	12.4	6,445		3	2.1	8.7	-3.3	29.3	4.54
	23.9	38	2.1	27.8	3.9	35.5	13.1	6,982		4	2.1	8.8	-3.2	28.6	4.10
	26.7	41	2.1	30.6	3.9	35.3	13.8	7,565		4	2.1	8.9	-3.1	27.8	3.69
	29.4	43	2.1	33.3	3.9	35.2	14.6	8,185		4	2.1	9.0	-3.0	27.1	3.31
	32.2	46	2.1	36.1	3.9	35.0	15.5	8,861		4	2.1	9.1	-2.9	26.3	2.96
	35.0	49	2.1	38.9	3.9	35.0	16.4	9,584		5	2.1	9.2	-2.8	25.5	2.67

# BACnet Interface

The BACnet interface is an **MS/TP** connection via RS-485 twisted pair. BACnet **IP** is not available.  
Recommended wire: 22-24 AWG single twisted pair, 100-120 Ohms impedance, 17pF/ft or lower capacitance, with braided or aluminum foil shield, such as Belden 9841 or 89841.

The connector on the control board is a three wire removable screw connector. The signals are as follows:

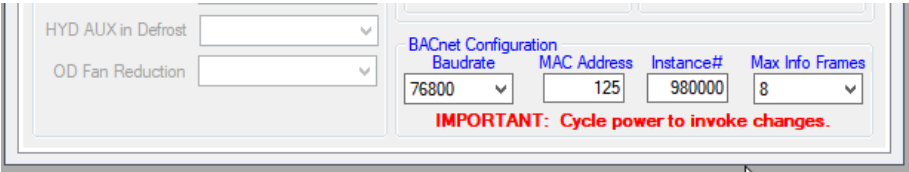
- A: Communications line (+) (right pin)
- B: Communications line (-) (middle pin)
- C: Ground connection (left pin)

If connecting multiple units to one RS-485 connection point, connect the signal cable from the master building controller to the first unit. Connect the second unit to the first unit (in same connector), connect the third unit to the second unit, and so on until all units are connected (daisy-chain). Remove the TERM jumper (located just above the BACnet connector on control board) from all units except the last one. The shield ground should be connected only to the GND pin of the unit for single unit installations. For multiple units, the shield ground should only be connected to the GND pin of the last unit. The shield grounds for intermediate units should be connected together. The shield ground should be left unconnected at the building controller end for all cases.

Vendor: Maritime Geothermal Ltd.  
Vendor ID: 260  
Model Name: MGT GEN2 Control Board

The following parameters can be set via the PC App's *Configuration Window*:

- 1) **Baud rate**  
9600, 19200, 38400, or 76800
- 2) **MAC address**  
Maximum value is 125.
- 3) **Instance number**  
Maximum value is 4194303.



The BACnet parameter **Max\_Master** has a fixed value of **127** in this device.

BACnet data is available regardless of the selected control method. In order to control the unit via the BACnet interface, set **Control Source** to **BACnet** either by using the PC App's configuration window or the LCD menus.

For tables listing BACnet objects, refer to **Application, Installation, and Service Manual**.



# Engineering Guide Specifications

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## General

The liquid source water-to-water heat pump shall be a single packaged single refrigeration circuit heating / cooling unit. The unit shall be listed by a nationally recognized testing laboratory (NRTL), such as UL, CSA, TUV, or ETL. The unit shall be rated in accordance with applicable standards of the Air Conditioning, Heating, and Refrigeration Institute / International Standards Organization (AHRI/ISO) and/or Canadian Standards Association (CSA). The liquid source water to water heat pump, as manufactured by Maritime Geothermal Ltd. of Petitcodiac, New Brunswick, Canada shall be designed to operate correctly within liquid temperature ranges specified on the "Minimum and Maximum Operating Temperatures" page of this engineering specification document.

## Factory Quality

Each unit shall be run tested at the factory with water circulating in both indoor and outdoor loops. Quality control system checks shall include: computerized nitrogen pressurized leak test, evacuation of refrigeration circuit to sustained vacuum, accurate system charge, detailed heating and cooling mode tests, and quality cross check all operational and test conditions to pass/fail criteria. Units tested without water flow are not acceptable. The units shall be warranted by the manufacturer against defects in materials and workmanship in accordance with the warranty section at the end of this document. Optional extended factory warranty coverage may be available.

## Cabinet

Each unit shall be constructed in a heavy duty sheet metal cabinet. Cabinet shall be constructed of powder coated galvanized sheet metal of minimum 16 gauge. Sheet metal gauge shall be higher where structurally required. Design and construction of cabinet shall be such that it is rigid and passes the CSA/UL Loading Test requirements (200 lb roof test and 25 lb guard test). All panels shall be lined with minimum 1 inch [25.4 mm] thick acoustic type glass fiber insulation. All insulation shall meet the fire retardant provisions of NFPA 90A. This material shall also provide acoustical benefit. Cabinet must have a minimum of two end access panels for serviceability, with further panels removable as necessary for major service. The electrical box shall have separate holes and knockouts for entrance of line voltage and low voltage control wiring. All factory-installed wiring passing through factory knockouts and openings shall be protected from sheet metal edges at openings by plastic grommets.

## Refrigerant Circuit

All units shall contain one sealed refrigerant circuit, containing a hermetic motor scroll compressor, one electronic expansion valve, factory installed high and low pressure safety controls or sensors, service ports, solid core filter-dryer, sight glass, reversing valve (for reversing units), and suction accumulator. Refrigerant circuit shall be of a minimum-volume design to ensure reliable oil management. To this end, units with receivers designed to hold the entire system charge are not acceptable.

Refrigerant used shall have a global warming potential (GWP) of less than 700 and shall have an A1 classification (non-flammable).

Compressors shall be specified for heat pump duty with internal isolation consisting of rubber vibration isolators. Compressor motors shall have internal overload protection.

The water to refrigerant heat exchangers shall be of a stainless steel brazed plate design, designed and certified for 650 psig [4480 kPa] working pressure on the refrigerant side and 650 psig [4480 kPa] on the water side. Heat exchangers shall be insulated over all of their outside surface with minimum 3/8" thick closed cell insulation. Insulation consisting of 1/8" closed-cell insulating tape shall not be acceptable. A double wall condenser shall be available as a factory option for direct heating of domestic/potable water.

The electronic expansion valve shall be of a stepper-motor rather than pulsing type, and shall provide proper superheat control over the unit's operating range with minimal deviation from superheat setpoint. The valve shall be controlled by an electronic superheat controller which provides operator-adjustable superheat and real-time LED/LCD display of current superheat. Superheat shall be determined through the suction pressure-temperature method. Externally mounted pressure controlled water regulating flow valves or thermostatic expansion valves (TXV's) in place of electronic expansion valves are not acceptable.

The suction accumulator shall be insulated with minimum 3/8" thick closed cell insulation to prevent condensation. The accumulator's internal oil return port shall be sized properly for the unit's operating range. To ensure proper oil return, suction accumulator shall not be 'oversized'.

## Piping and Connections

The unit shall have two sets of primary water in and water out connections (outdoor and indoor/DHW). The primary connection type shall be 2" stainless steel pipe for grooved/Victaulic connection.

All internal water and refrigerant piping shall be insulated with minimum 3/8" thick closed cell insulation. Insulation consisting of 1/8" closed-cell insulating tape shall not be acceptable.

## Electrical

Controls and safety devices shall be factory wired and mounted within the unit. Controls shall include 24 volt alternating current (24VAC) activated compressor contactors, reversing valves, and 24VAC 100VA transformer with built in circuit breaker or fused on both primary and secondary sides. Units shall be name-plated for use with time delay fuses or circuit breakers. Unit controls shall be 24VAC and provide heating or cooling as required by the remote thermostat or controller. 3-phase protection shall be present in each unit to protect the compressor against loss of phase and reverse rotation. 3-phase protection shall be factory installed. Unit shall have dry contacts for controlling loop circulating pumps via an external 24VAC contactor. Unit shall provide remote fault indication to the control system via serial communication and fault messages on front panel LCD display.

## Unit Control

The control system shall have the following features:

1. An on-board water temperature control routine using internal water line sensors and sampling via circulator control, so that external control is optional.
2. BACnet control, and also control by external dry contacts, as field alternatives to the above on-board routine.
3. Anti-short cycle time delay on compressor operation. Time delay shall be a minimum of 5 minutes, for both thermostat demand and safety control reset starts. An override shall be provided to disable this delay for unit commissioning and testing purposes.
4. Random compressor start delay of 0-120 seconds on unit power up to facilitate starting multiple units after a power failure.
5. Flow switch on outdoor loop, and also on indoor loop for reversing units.
6. Compressor shutdown for high or low refrigerant pressures, low flow conditions, and for phase protection faults.
7. Automatic intelligent reset: unit shall automatically restart 5 minutes after trip if the fault has cleared. Should a fault reoccur 3 times sequentially then permanent lockout shall occur, requiring cycling of the power to the unit in order to reset.
8. Manual reset high pressure in case of electronic board failure.
9. The low pressure shall not be monitored for the first 90 seconds after a compressor start to prevent nuisance safety trips.
10. 2 x 16 backlit Liquid Crystal Display (LCD) and four buttons for limited data access. Unit may be configured for stand alone operation with optional temperature sensor(s)
11. Universal Serial Bus (USB) port for full data access and diagnostic information, including real-time charting and data-logging

Maritime Geothermal works continually to improve its products. As a result, the design and specifications of any product may be changed without notice. Please contact Maritime Geothermal at 1-506-756-8135 or visit [www.nordicghp.com](http://www.nordicghp.com) for latest design and specifications. Purchaser's approval of this data set signifies that the equipment is acceptable under the provisions of the job specification. Statements and other information contained herein are not express warranties and do not form the basis of any commercial contract or other agreement between any parties, but are merely Maritime Geothermal's statement of opinion regarding its products.

# 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).
- (3) Compressors of above units for five (5) years from the Warranty Inception Date (as defined below).
- (4) 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.