
TERMS AND CONDITIONS OF THE LIMITED 10-YEAR LABOUR WARRANTY ON CANAIR HEAT PUMP UNITS, C28 OR CDH SYSTEMS, OPERATING ON R-410a AND 4C35, 4C28, 4C27, 4C26, 4C25 AND 4CDH SYSTEMS, OPERATING ON R-454b

CONDITIONS AND LIMITATIONS:

1. The labour warranty described herein (hereinafter the "**Warranty**") applies only to the condenser (outdoor unit) and the evaporator (indoor unit) (hereinafter the "**Parts**") of your Canair C28, 4C35, 4C28, 4C27, 4C26, 4C25, CDH or 4CDH heat pump unit (hereinafter the "**System**") when the System is installed for residential purposes only in the Province of Quebec.
2. Any representations or promises made by the service retailer (hereinafter the "**Retailer**") or any other person not specifically included in the Warranty are automatically excluded from the Warranty.
3. The Warranty applies only to the original purchaser of the System and cannot be assigned or transferred in whole or in part.
4. The Warranty will cease to apply in all cases where one or more System's Parts are moved from their original installation location.
5. The System's owner acknowledges that labor costs not covered by the Warranty will be at his exclusive expense without any recourse against Descair Inc.
6. Descair Inc. or the Retailer shall not be held responsible for damages, direct or indirect, resulting from any delay in carrying out the required repairs covered by the Warranty.
7. The Warranty is subject to normal residential use of the System in accordance with Canair's specifications and recommendations.

LIMITATION OF LIABILITY:

Descair Inc.'s liability under the terms of the Warranty shall in no event exceed the cost of labor required for the replacement of one of the System's Parts in accordance with the labour allocation reference table attached to the Warranty.

EXCLUSIONS:

The Warranty does not cover:

1. Any repair made to correct a failure or malfunction that is not directly attributable to a manufacturing defect in the System, such as damage resulting from fire, flood, electrical surge, misuse, earthquake or other fortuitous event akin to an Act of God.
2. Any repairs required as a result of improper maintenance of the System or installation not in accordance with Descair's instructions.
3. Any amount charged by the Retailer as a labour surcharge due to:
 - (i) work performed outside normal business hours or on a holiday;
 - (ii) difficulty accessing the System when the evaporator (indoor unit) is installed more than 2.286 meters (7 feet 6 inches) from the ground or the condensing unit (outdoor unit) is installed more than 1.52 meters (5 feet) from the ground;
 - (iii) a delay in the completion of the repair work caused by the general condition of the premises which makes it difficult for the Retailer to access the System.

4. Refrigerant leaks other than those from the sealed parts of the System; for example, leaks from flared joints, piping between System's Parts and welds made during installation of the System are not covered.
5. Water leaks caused by improper installation of the exterior drainage system or any other breakage or malfunction resulting from a faulty installation of the System.
6. The work related to the periodic maintenance recommended by Descair as well as the replacement of the System's filters.
7. The time required to replace parts or components not conforming to Descair's specifications including, but not limited to, pipes, cables, switches, adapters, conduits, fittings, etc.

OWNER'S RESPONSIBILITY:

To preserve the Warranty, the owner must, at all times, ensure that the System is periodically maintained with respect to the cleaning of the filters (and their replacement when necessary) and cleaning the components of the Parts to ensure optimal operation.

It is strongly recommended that each owner of a System enter into a maintenance and verification agreement for the System, including the cleaning of its main components, the verification of operations sequences and the refrigeration connections.

It is the owner's responsibility to contact the Retailer as soon as a System's failure occurs and to stop the operation of the System, if necessary, in order to avoid further damage to the System.

If you are unable to contact a Retailer, you can obtain a list of Retailers near the residence where the System was installed by visiting www.canair.com.

LABOUR ALLOCATION TABLE:

You will find in the appendix, for your information, a table indicating the maximum number of hours that Descair will allocate to perform or correct a System's failure under the Warranty. The Retailer is required to respect these labor time allowances unless a separate agreement has been made with the owner.

LABOUR ALLOCATION TABLE:

Limited 10-year labour warranty		Allocated Hours
Electrical components		
Electronic board		1.5H
Condensor motor		1H
Evaporator motor		1.5H
Other components: Reactor, terminal, sensors, factory wiring, louver motor, coil, high and low pressure switch		1H
Sealed system		
Parts on sealed system (EXV, capillar, reversing valve)		3H
Compressor replacement		4H
Coil replacement		3H
2-way and 3-way service valves		2H
Refrigerant leak (repair)		2.5H
Others		
Casing parts (manufacturing defect.)		1H
Fan blade and bearings		1H

The Retailer will be compensated as follows:

- a. Any labour claim for work performed will be reimbursed at the rate of \$100 per hour,
- b. Only one one-hour service call per completed repair will be reimbursed at a cost of \$100. The Retailer agrees to bill the owner for any other travel required to complete the required repair service at a reasonable rate corresponding to the market rate,
- c. Refrigerant will be reimbursed at a fixed price of \$15* per pound in accordance with the terms and conditions,
- d. The warranty begins 31 days after installation.

* Price subject to change without notice.