



MITSUBISHI ELECTRIC TRANE HVAC US

1340 Satellite Blvd.
Suwanee, GA 30024

LIMITED WARRANTY STATEMENT

Mitsubishi Electric Trane HVAC US Residential HX Model and WX Model Split Air-conditioner and Heat-pump Systems

Applicable Outdoor Models: MUZ-HX*NL*, MUZ-WX*NL*

Applicable Indoor Models: MSZ-HX*NL*, MSZ-WX*NL*

Product: The Applicable Outdoor Models and Applicable Indoor Model units specified above that are connected as a system, and excluding the refrigerant piping, electrical wiring, controls and accessories

Coverage Territory: The United States (the "Territories")

Limited Warranty Statement Effective Date: January 1, 2025 (herein after, the "Effective Date")

Subject to the terms and conditions of this Limited Warranty Statement (the "Limited Warranty"), MITSUBISHI ELECTRIC TRANE HVAC US LLC ("METUS") warrants to the original purchaser of the Product purchased on or after the Effective Date and installed by a licensed heating, ventilation and air conditioning (HVAC) contractor within the Territories, that:

- A. The parts are warranted to the original purchaser for a period of five (5) years from the date of installation by a licensed contractor.** If any parts should prove defective due to improper manufacturing related workmanship and/or material for a period of five (5) years from the date of installation, METUS will, at METUS' discretion, either provide an update, repair or replace any defective part without charge for the part. Replacement parts are warranted for the remainder of the original 5-year warranty period. Parts used for replacement may be of like kind and quality and may be new or remanufactured. Defective parts must be made available to METUS in exchange for the replacement part and become the property of METUS.
- B. The compressor is warranted to the original purchaser for a period of seven (7) years from the date of installation by a licensed contractor.** If the compressor should prove defective due to improper manufacturing related workmanship and/or material for a period of seven (7) years from the date of installation, METUS will replace the defective compressor without charge for the compressor. Replacement compressors are warranted for the remainder of the original 7-year warranty period. Compressors used for replacement may be of like kind and quality and may be new or remanufactured. Defective compressors must be made available to METUS in exchange for the replacement compressor and become the property of METUS.
- C. Extended Warranty - Period of ten (10) years.** So long as the original purchaser resides in the residence, this Limited Warranty will extend for ten (10) years for parts and the compressor if the following additional conditions are met: (1) the Product is installed in an owner-occupied residence, and (2) the Product is registered within 90 days of installation.
- D. NO LABOR; NO CONSUMABLE ITEMS.** This Limited Warranty does NOT include labor, or any other costs incurred for service, maintenance, repair, removing, replacing, installing, complying with local building and electrical codes, shipping or handling of defective or replacement Products or parts. The original purchaser is solely responsible for all labor and other costs of maintaining, installing, replacing, disconnecting, or dismantling the Product and for any parts (or consumable items, such as air filters and refrigerant) used in connection with owner-required maintenance. Please refer to the Product documentation for proper maintenance procedures. Some State laws do not permit remedies under warranty to be limited or excluded with respect to implied warranties. Refer to the laws of your State of residence.
- E. PROPER INSTALLATION; PROPER USE OF PRODUCT; PROOF OF PURCHASE AND MAINTENANCE.** This Limited Warranty applies only to Products that are installed by licensed HVAC contractors who install the Product in accordance with (i) all applicable building codes and permits; (ii) METUS installation and operation instructions; and (iii) good trade practices. This Limited Warranty applies only to Products for which application is in a residential setting, use is for personal comfort and operation and care is normal and in accordance with the manufacturer's instructions. METUS may require satisfactory proof of purchase, proper installation and completion of all required scheduled maintenance of the Product as a condition to providing replacement parts under this Limited Warranty.



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F. REGISTRATION IS REQUIRED AS A CONDITION TO RECEIVING THE ENHANCED WARRANTY UNDER SECTION C OF THIS LIMITED WARRANTY. To receive the enhanced benefits under Section C of this Limited Warranty, the Product must be registered at www.registermehvac.com within 90 days of installation; however, residents of California, Connecticut and Florida need not register the product to receive warranty benefits but are encouraged to do so.

BEFORE REQUESTING SERVICE, please review the Installation, Technical Service, and User Manuals to ensure proper installation and correct customer control adjustment for the connected Product.

CONDITIONS AND EXCLUSIONS

1) TO OBTAIN WARRANTY PARTS:

- a. Contact the licensed contractor who installed the Product or another licensed contractor or servicer, or an authorized Product distributor (whose name and address may be obtained by referencing our website at <https://www.mitsubishicomfort.com/>) within the applicable warranty period (each, a "Warranty Processor").
- b. Proof of installation date by a licensed contractor is required when requesting warranty parts, and upon request by METUS, proof of maintenance in accordance with the manufacturer's schedule or instructions. The original purchaser must present to the Warranty Processor the sales receipt or other document which establishes proof of purchase and date of installation. In the absence of acceptable proof of purchase and date of installation, the date of installation shall be deemed to be the date which is one hundred twenty (120) days after the date of manufacture stamped on the Product.
- c. This Limited Warranty applies only to Products purchased on or after the Effective Date, installed as part of a functioning system located within the Territories and remaining at the site of the original installation.

2) THIS LIMITED WARRANTY DOES NOT COVER: property damages, malfunction or failure of the Product or related system, or personal injury caused by or resulting from: (a) accident, abuse, negligence or misuse; (b) operating the Product in incomplete or unfinished structures; (c) operating the Product in a corrosive or wet environment, including those containing chlorine, fluorine or any other hazardous or harmful chemicals or environmental factors, including sea- or salt-water; (d) operating the Product in environments with excessive or harmful volatile organic compounds (VOCs), improper air makeup or supply, or with inadequate ventilation; (e) installation, alteration, repair or service by anyone other than a licensed contractor or other than pursuant to the manufacturer's instructions; (f) improper matching of the Product with other system components; (g) improper sizing, selection or specification of the Product; (h) improper or deferred maintenance contrary to the manufacturer's schedule or instructions; (i) physical abuse to or misuse of the Product (including failure to perform any scheduled maintenance as described in the Product documentation such as air filter cleaning, or any Product damaged by excessive physical or electrical stress; (j) Products that have had a serial number or any part thereof altered, defaced or removed; (k) Products used in any manner contrary to the Product documentation; (l) freight damage; or (m) events of force majeure or damage caused by other external factors such as lightning, power surges, fluctuations in or interruptions of electrical power, rodents, vermin, insects, or other animal- or pest-related issues.

3) THIS LIMITED WARRANTY ALSO EXCLUDES: (a) SERVICE CALLS WHERE NO DEFECT IN THE PRODUCT COVERED UNDER THIS WARRANTY IS FOUND; (b) Product installation or set-up; (c) adjustments of user controls (consult the Product documentation for information regarding proper user controls); (d) Products purchased or installed outside of the Territories; (e) Products purchased or installed prior to the Effective Date; or (f) peripheral third party components connected to the Product, other than those defined above to be part of the Product, to form a system at the time of installation or thereafter, such as pumps, valves, interconnecting piping, interconnecting electrical lines, controls, accessories, etc.

4) This Limited Warranty shall not be enlarged, extended, or affected by, and no obligation or liability shall arise or grow out of, METUS providing, directly or indirectly, any technical advice, information and/or service to original purchaser or any other party in connection with the Product.

5) EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, METUS MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER REGARDING THE PRODUCT. METUS DISCLAIMS AND EXCLUDES ALL WARRANTIES NOT EXPRESSLY PROVIDED HEREIN AND ALL REMEDIES WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW. ANY AND ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM EQUAL TO THE TERM OF THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MIGHT NOT APPLY TO YOU. NO ONE IS AUTHORIZED TO CHANGE THIS LIMITED WARRANTY IN ANY RESPECT OR TO CREATE ANY OTHER OBLIGATION OR LIABILITY FOR METUS IN CONNECTION WITH THE PRODUCT. METUS DISCLAIMS ALL LIABILITY FOR THE



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ACTS, OMISSIONS AND CONDUCT OF ALL THIRD PARTIES (INCLUDING, WITHOUT LIMITATION, THE INSTALLING OR SERVICING CONTRACTOR) IN CONNECTION WITH OR RELATED TO THE PRODUCT.

- 6) UNDER NO CIRCUMSTANCES SHALL METUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, INFRINGEMENT OF THIRD PARTY RIGHTS, LOST GOODWILL, LOST REVENUES OR PROFITS, WORK STOPPAGE, PRODUCT FAILURE, IMPAIRMENT OF OTHER GOODS, COSTS OF REMOVAL AND REINSTALLATION OF THE PRODUCT, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE PRODUCT WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF METUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL METUS' LIABILITY EXCEED THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH ANY CLAIM FOR THE PRODUCT IS MADE.
- 7) SOME STATES DO NOT ALLOW LIMITATIONS ON WARRANTIES OR EXCLUSIONS OR LIMITATION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.
- 8) **DISPUTE RESOLUTION.** For any dispute with METUS, you agree to first contact METUS by phone (800-433-4822) or e-mail (CustomerCare@hvac.mea.com) or U.S. Mail at MITSUBISHI ELECTRIC TRANE HVAC US LLC ATTN: Customer Care, 1340 Satellite Blvd., Suwanee, GA 30024, and attempt to resolve the dispute informally with METUS by providing your name, address, and contact information and describing the nature of the dispute. In the unlikely event that METUS has not been able to resolve a dispute with you within sixty (60) days of your original informal claim (or sooner if, in METUS' opinion, a dispute is not likely to be resolved within sixty (60) days), each of METUS and you agrees to resolve any claim, dispute, or controversy arising out of or in connection with or relating to this Limited Warranty, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration before an arbitrator from Judicial Mediation and Arbitration Services ("JAMS") located in Gwinnett County, Georgia. JAMS may be contacted at www.jamsadr.com and will require you to pay an initial filing fee set by JAMS (unless you successfully apply for a waiver of this fee from JAMS). All other JAMS costs associated with the arbitration will be borne by METUS. The arbitration will be conducted in Gwinnett County, Georgia, unless you request an in-person hearing where you live, or if you and METUS agree otherwise. If the arbitrator decides in your favor, the award may include your costs of arbitration, your reasonable attorneys' fees and your reasonable costs for any expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator makes an award in your favor greater than METUS' last written offer, METUS will pay you the greater of the award or \$500, plus your reasonable attorney's fees, if any, and reimburse any reasonable expenses (including reasonable expert witness fees and costs) that are reasonably accrued for investigating, preparing, and pursuing your claim in arbitration, as determined by the arbitrator or as agreed to by you and METUS. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You may sue under state law in a small claims court of competent jurisdiction without first engaging in arbitration, but you must engage in arbitration before suing under the Federal Magnuson-Moss Act.
- 9) All claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. This waiver applies to class arbitration unless such arbitration is necessary to effectuate the enforcement of the court class action waiver or in the event that class arbitration is expressly agreed to by METUS. You agree that you and METUS are each waiving the right to a trial by jury or to participate in a class action.
- 10) You may opt-out of the foregoing arbitration and class action/jury trial waiver provision of this Limited Warranty by notifying METUS in writing within thirty (30) days of purchase. Such written notification must be sent to MITSUBISHI ELECTRIC TRANE HVAC US LLC, ATTN: MEUS Legal Department, 5900-A Katella Avenue, Cypress, CA 90630, and must include (1) your name, (2) your address, (3) your warranted Product's model and serial number(s), and (4) a clear statement indicating that you do not wish to resolve disputes through arbitration and demonstrating compliance with the 30-day time limit to opt-out.
- 11) If any clause herein is found to be illegal or unenforceable, that clause will be severed from this Limited Warranty and the remainder of the Limited Warranty will be given full force and effect. As noted above, if a class action waiver of both court and arbitration class actions is found unenforceable, class arbitration will be expressly allowed under the Limited Warranty.
- 12) This Limited Warranty gives the original purchaser specific legal rights, and the original purchaser may also have other rights that vary from state to state. The term "original purchaser" in this Limited Warranty means any individual or entity that purchases a new Product or is the first purchaser of a residence in which a new Product is installed.
- 13) This Limited Warranty is valid only within the Territories specifically listed above and conveys no rights on anyone other than the original purchaser.



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14) This Limited Warranty is not transferable to subsequent purchasers or anyone else who may acquire an interest in the Product unless the original purchaser is a resident of Texas or Florida and complies with this provision. Residents of Texas and Florida may transfer the rights under this Limited Warranty ONLY if the Product is transferred to a subsequent purchaser as part of an agreement between the original purchaser and a subsequent purchaser of the sale of the entire residence in which the Product was first installed. This provision does not in any way extend or modify the length of time in which this Limited Warranty applies.