



HP Series

LIMITED WARRANTY

The specific company or business unit that manufactured the products purchased ("Manufacturer") warrants exclusively to the original owner at the original installation site (hereinafter "Owner") that the Compressors and Heat Exchanger (Compressor/Heat Exchanger Product) of the Industrial, Commercial, and other Non-Residential Use Air-to-Water Heat Pump (the "Heat Pump Product") (collectively "Products") will be free from defects from condensate corrosion and in material and workmanship for periods set forth below in the Warranty Effective Periods A and B below. All warranty claims are subject to, and contingent upon, Owner following the terms of the Warranty claim service procedure set forth below as well as the specific Product requirements set forth in the Warranty Effective periods A. and B. below. Failure to do shall void the warranty.

Warranty claim service procedure

1. Owner must first obtain a Return Material Authorization ("RMA") from the manufacturer before returning any Products.
2. Products must be returned to the Manufacturer at Owner's expense, including packaging, transportation and any applicable VAT and import duty costs, and risk of loss or damage to the manufacturer's factory set forth when obtaining the RMA.
3. Manufacturer shall evaluate the returned Products purported to be defective due to defects in material or Manufacturer's workmanship and will determine in its reasonable and sole discretion if indeed such defects have occurred.
4. If indeed the Product is determined to be defective due to defects in material or Manufacturer's workmanship, Manufacturer shall either repair or replace, at its option, the Product.
5. Repaired or replacement Products shall be returned to Owner on an EXW (Ex Works basis, Incoterms 2020 or current version) at Owner's expense and risk.
6. The repaired or replacement Products returned to Owner shall be warranted only for the remainder of the original warranty effective period and the repair or replacement of Product shall not extend the effective period of the original warranty on the Product.

Warranty Effective Periods/ Product Requirements

A. Five-Year Warranty

The Manufacturer further warrants to the Owner that the Compressor/Heat Exchanger Products will be free from defects from condensate corrosion and in material and workmanship for a period of five years (non prorated) from the date of installation or sixty-six (66) months from the date of shipment from the factory, whichever occurs first. This Air-to-Water Heat Pump Product is designed to operate in a closed loop heating system and warranty coverage is contingent upon (i) system fill water not containing more than 500 ppm Total Dissolved Solids and a minimum 80 ppm – maximum 200 ppm Water Hardness and (ii) Suspended solids such as Magnetite, Iron Oxides were flushed from the system prior to commissioning the Air-to-Water Heat Pump(s) and system, (iii) The PH level must be maintained within the 6.5-8.5 range and (iv) the system has been protected by the addition of a corrosion inhibitor where required by either the chemical supplier's or manufacturer's instructions. Where required, the system must be protected by the addition of a corrosion inhibitor per the chemical supplier's instructions.

B. Two-Year Warranty

The "Manufacturer" warrants to the Owner that all other Mestek supplied parts comprising the Heat Pump ("Product") are warranted against defects in material and workmanship for two (2) years from date of installation or 18 months from date of shipment, whichever comes first.

Exclusions to This Limited Warranty all exclusions will be determined in the sole discretion of Manufacturer:

- a. Any expenses, including manufacturer's on-site labor or material, incurred during the removal or reinstallation of the product or replacement parts thereof all of which are the responsibility of the Owner.
- b. Products that have been subjected to misuse or neglect, have been accidentally or intentionally damaged, has not been installed, maintained or operated in accordance with the manufacturer's furnished written instructions or manuals, or has been altered or modified in anyway by any person other than those authorized in writing by the Manufacturer to do so. Chemical corrosion from corrosive chemicals (freon, dry cleaning chemicals, degreasing liquids, chlorine or any chemicals that produce hydrochloric acid) that may be present in the boiler room can rapidly destroy the heating equipment and void the warranty.
- c. Products that were not properly installed, maintained (serviced annually) or operated by a qualified contractor in accordance with the Manufacturer's furnished written instructions, or meet the good practice as defined by the industry's accepted authority, or were altered or modified in anyway by any person other than those authorized in writing by the Manufacturer to do so.
- d. Products installed outside the continental United States or Canada.
- e. Auxiliary equipment or components furnished by the Manufacturer but manufactured by others. Any warranties for such items shall be limited to those warranties offered by the original equipment manufacturer.
- f. Damage associated with or caused by the installation of the Products regardless of whether the installer, provided by the Owner, is considered, or was authorized by Manufacturer, to be a qualified contractor, to perform the installation. The installation contractor is solely and exclusively responsible to the Owner for its own work and the results thereof.
- g. Damage as a result of settlement, distortion, collapse, or cracking of any foundation area, beams or pipes surrounding the Product.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY TO HP SERIES COMPRESSOR/HEAT EXCHANGER AND HP SERIES HEAT PUMP PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND AND SUPERSEDES ALL OTHER WARRANTIES, INCLUDING THOSE CONTAINED IN OTHER DOCUMENTS WHICH MIGHT HAVE BEEN INCLUDED WITH THE PRODUCTS OR BOILERS AT THE TIME OF SHIPMENT. THE REMEDIES UNDER THIS WARRANTY ARE EXCLUSIVE TO THE ORIGINAL OWNER ("OWNER") AT THE ORIGINAL PLACE OF INSTALLATION AND MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANYONE TO OFFER OR ASSUME FOR IT ANY OTHER OBLIGATIONS. THIS WARRANTY GIVES OWNER SPECIFIC LEGAL RIGHTS HOWEVER IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY DIRECT DAMAGES THAT EXCEED THE ORIGINAL SALE PRICE OF THE PRODUCTS SOLD TO OWNER THAT ARE FOUND TO BE DEFECTIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND, OR ON-SITE LABOR, EXPENSES OF ANY KIND, LOST PROFITS, LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND; AND REGARDLESS OF THE LEGAL THEORY OR CAUSES OF ACTION BY WHICH CLAIMS FOR ANY SUCH DAMAGES AS SET FORTH IN THE ENTIRETY OF THE DOCUMENTS RELATED TO THE SALE OF THE BOILER CONTRACT ARE ADVANCED, WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.