

Mitsubishi Electric Europe B.V.

Diamond Quality Partners



DIAMOND QUALITY PARTNER WARRANTY TERMS & CONDITIONS

**MITSUBISHI ELECTRIC EUROPE B.V.
LIVING ENVIRONMENTAL SYSTEMS DIVISION
MITSUBISHI ELECTRIC AIR CONDITIONING/HEATING PRODUCTS
STANDARD DX PRODUCT WARRANTY**

This is the standard form of warranty for Diamond Quality Partners, as referred to in Clause 8 of the Terms and Conditions of Sale of Mitsubishi Electric Europe B.V. ("Mitsubishi Electric"), for the products listed in Appendix A. Nothing in this warranty shall be deemed to vary such Terms and Conditions of Sale, which shall have priority over this standard warranty.

1. Mitsubishi Electric warrants its products listed in Appendix A from the date of delivery of the products to the Diamond Quality Partner. The products shall:
 - 1.1. conform to Mitsubishi Electric's specification.
 - 1.2. be free from defects in design, workmanship and materials.

Important: This warranty to the Diamond Quality Partner is in place of the Mitsubishi Electric "standard" three-year warranty and is dependent upon the Diamond Quality Partner retaining its status as such throughout the entire warranty period. If at any time the Diamond Quality Partner loses such status for any reason, this warranty shall revert forthwith to Mitsubishi Electric's "standard" three-year warranty.

2. Mitsubishi Electric's obligations for the duration of this warranty shall be conditional upon the following:
 - 2.1. All installation and commissioning undertaken by the customer shall comply strictly with the relevant product manuals, any applicable local installation standards and recommended industry practices.
 - 2.2. All operatives and contractors engaged in any installation or commissioning of Mitsubishi Electric products by the customer shall hold a certified industry qualification relevant to their specific task or alternatively hold recognised industry qualifications, or have other relevant industry experience satisfactory to Mitsubishi Electric.
 - 2.3. Periodic maintenance to be conducted in accordance with the relevant product installation and maintenance guidelines or manuals.
 - 2.4. Maintenance reports should be available for inspection by Mitsubishi Electric upon request.
 - 2.5. Any product which is installed and commissioned at one site must remain at that site in order to maintain and qualify for this warranty.

Should any of the above conditions 2.1-2.5 inclusive not be complied with, this warranty (and the Mitsubishi Electric "standard" three-year warranty where applicable) shall be reduced to a *basic* product warranty period of one year from date of delivery.

3. Mitsubishi Electric reserves the right to reject any warranty claim for customer's failure to meet a condition to warranty.
4. Mitsubishi Electric's obligation under this warranty shall not apply to any product, or part thereof which has been modified by the customer or any third party without Mitsubishi Electric's prior approval, or has been improperly applied, stored, used, maintained or repaired as to materially affect the products or parts.
5. This warranty excludes defects or failures caused by accident, misapplication, misuse, alteration, neglect, loss of use of the equipment or consequential loss of any nature. Expendable parts such as fuses, contactors that are regularly replaced due to normal use are excluded from this warranty.
6. Mitsubishi Electric's obligation excludes any normal wear and tear to the product; for example, compressors that have operated for more than 35,000 hours shall be deemed out of warranty.
7. Mitsubishi Electric shall make final determination of warranty eligibility. Mitsubishi Electric reserves the right to conduct inspections at site during and/or after installation to ensure compliance to the relevant product installation standards and to assess any trends in product failures. Any persistent or repetitive failures may be investigated by Mitsubishi Electric. Mitsubishi Electric reserves the right to apply an inspection fee of £585 ex VAT per day in the event of "no fault found" or where the customer has failed to comply with these conditions to warranty.
8. Defective compressors returned to Mitsubishi Electric will not be accepted for repair or replacement under this warranty unless all pipes have been closed and sealed.
9. Any replacement or repair within the warranty period will not extend the original period of warranty on that item.
10. The provisions of this warranty shall survive the expiration or termination of any supply agreement between Mitsubishi Electric and the customer.
11. Where the customer claims a product is faulty on initial start-up, referred to as 'dead on commissioning', Mitsubishi Electric must be informed and issue authorisation before any repair or replacement is made.
12. Any replacement of complete unit must have prior approval from Mitsubishi Electric.
13. Any new refrigerant or Oxygen Free Nitrogen (OFN) used due to leakage or contamination, providing the contamination is caused due to our product failure, can be charged over the labour allowance supported by receipts.
14. Mitsubishi Electric may request collection of the faulty part for inspection. After 30 days the part may be disposed of with no compromise to the warranty claim. Mitsubishi Electric may retain any faulty parts at its discretion.

15. Warranty Claim Conditions

- 15.1. Labour allowances may be withheld pending return of faulty parts requested by Mitsubishi Electric.
- 15.2. Any retrospective claim submitted after 30 days of the replacement part being delivered will not be accepted.
- 15.3. Mitsubishi Electric may conduct a review of warranty claims being made by the customer.

- 15.4. In the event of a product warranty claim being rejected or suspect as invalid, Mitsubishi Electric may seek to recover any costs.
- 15.5. Replacement parts will only be supplied against an official purchase ordering stating that a warranty claim is being made.
- 15.6. Invoices for replacement parts are chargeable in accordance with Mitsubishi Electric's standard Terms and Conditions of Sale, pending Mitsubishi Electric's assessment of the validity of the claim.
- 15.7. Incomplete paperwork associated with a warranty claim will prevent any labour allowance being applied.
- 15.8. Reimbursement for invoicing of replacement parts issued by Mitsubishi Electric through warranty, will be credited by the appropriate method.
- 15.9. Where a warranty claim is rejected the customer remains liable for payment of the original invoice of parts.

16. Warranty claim exclusions, unless otherwise agreed:

- 16.1. Equipment hire – crane hire, portable air condition and heating hire etc.
- 16.2. Out of hours work or overtime rates
- 16.3. Any loss of earnings due to dealing with warranty claim
- 16.4. Any costs incurred including mileage, travel time, parking etc.
- 16.5. Installation of equipment in inaccessible places which generates labour intensive replacement
- 16.6. Failures due to design error, inappropriate product selection, poor installation or mis-application
- 16.7. Failures due to interruptions in electrical supply, mains distribution boards, circuit breakers and incorrect connection of the electrical supply
- 16.8. Application design changes which have adverse operational effects on the installed systems
- 16.9. Failures as a lack of adequate maintenance
- 16.10. Failures due to no maintenance
- 16.11. First diagnostic visit

Appendix A

DX products and product warranty duration

| Product Type & Commencement | Standard Warranty | Diamond Quality Partner (DQP)* |
|---------------------------------------------|------------------------------------|---------------------------------------|
| City Multi (including HVRF) | 3 years from date of Commissioning | 10 years from date of Delivery** |
| Lossnay Date of delivery | 3 years | 10 years |
| PAC (P Series/S Series) Date of delivery | 3 years | 10 years |
| M Series Date of delivery | 3 years | 10 years |
| Controls Date of delivery | 3 years | 10 years |

Note:

- (1) Additional terms and conditions to product warranty apply for those product warranties to Mitsubishi Electric Partner Programme members.
- (2) The 10-year warranty for Diamond Quality Partners only applies to products delivered on or after 1st October 2019 (the “**Commencement Date**”) to active Diamond Quality Partners. All product deliveries to Diamond Quality Partners prior to the Commencement Date remain as per previous terms and conditions.