

WARRANTY DOCUMENT

MODEL NO.

VAUH-24HCDR2

VAUH-36HCDR2

VAUH-48HCDR2

VAUH-60HCDR2

VAUWR-24HCDR2

VAUWR-36HCDR2

VAUWR-48HCDR2

VAUWR-60HCDR2

VST9HC-WIFIDR25

VST12HC-WIFIDR25

VST18HC-WIFIDR25

VST24HC-WIFIDR25

Thank you for purchasing a VOLTAS Air Conditioning Unit or Heat Pump Unit (the “Unit”).

NGE Sales Canada Ltd. (hereinafter referred to as “NGE”) is an authorized distributor and service provider on behalf of VOLTAS in Canada. NGE is responsible for distribution, support, customer service and warranty obligations for any Units sold in Canada. NGE is committed to providing high-quality products and excellent customer service.

This Warranty outlines the terms and conditions of the warranty coverage provided for the Unit. This Warranty is found online as www.voltasglobal.com

Please read this Warranty in its entirety for more information.

1. Who Is Providing You This Warranty?

This Warranty is provided solely by NGE.

All warranty-related matters, including claims, support, and inquiries, will be exclusively managed by NGE. The warranty only covers the replacement of specific parts as described in Section 7. For any assistance or to make a claim, customers are kindly requested to contact NGE directly.

2. What Type Of Installation Of The Unit Does This Warranty Apply To?

This Warranty applies to a Unit installed in residential and commercial properties that are installed by contractors who are licensed for HVAC installation under applicable local and provincial laws, and who install the Unit in accordance with (a) all applicable building codes and permits, (b) the Installation and Operating Manual, and (c) good trade practices.

3. How Long Is The Warranty Coverage?

The Unit has a warranty period of five (5) years from the Warranty Commencement Date (as herein defined) of the Unit (the “Initial Term Warranty”).

If you register the Unit with NGE pursuant to section 4 herein, this Warranty for the Unit will be extended for an additional period of five (5) years following the period of the Initial Term Warranty (the “Registered Additional Term Warranty”). The Registered Additional Term Warranty is only applicable provided that the original registered owner of the Unit or his/her spouse continues to own and occupy the property at which the Unit was originally installed. For clarity, the Registered Additional Term Warranty is not transferable to a subsequent owner of the property in which the Unit is installed.

Neither the Initial Term Warranty nor the Registered Additional Term Warranty, if applicable, will be effective after the Unit is removed from the property in which it was originally installed.

If the Unit has not been properly registered, all references in this Warranty to “the Warranty,” “this Warranty,” or any similar construction refer solely and exclusively to the Initial Term Warranty. If the Unit has been properly registered (and all other applicable conditions set forth in this Warranty are satisfied), all references in this Warranty to “the Warranty,” “this Warranty,” or any similar construction refer to the Initial Term Warranty together with the Registered Additional Term Warranty.

4. How Do I Register The Unit?

To register the Unit, click on this [LINK](#) and follow the instructions. Alternatively, follow the instructions described in the below QR code.

[Insert QR code here]

In order to obtain the Registered Additional Term Warranty, the Unit must be properly registered within sixty (60) days following

the date of installation of the Unit, or in cases of a newly constructed property, within 60 days of the transfer of title to the first owner.

5. When Does Warranty Coverage Begin?

The Warranty coverage begins on one of three following dates depending on the circumstances of purchase:

1. For a Unit installed in a newly constructed property, the date of installation date is the date the owner becomes the registered owner of the property;
2. For a Unit installed in existing property, the date of installation is the date that the Unit is originally installed; or
3. If the date of installation cannot be verified, the date of installation is three (3) months after the manufacture date noted on the Unit.

(the “**Warranty Commencement Date**”).

6. What Type Of Units Does This Warranty Not Cover?

This Warranty does not apply to:

- Units that are installed by contractors or other persons who are not licensed for HVAC installation under applicable local and provincial laws.
- Units that are ordered over the internet, by telephone, or by other electronic means.
- Units that are installed outside Canada.
- Units that are operated in incomplete structures.
- Units that are operated with components from other brands, rather than original VOLTAS parts.

7. What Problems Does This Warranty Cover?

This Warranty covers defects in materials and parts of the Unit that have been operated under normal use and regular maintenance, as determined by NGE in their sole discretion.

8. Limitation On Warranties

This Warranty is in lieu of all other warranties and supersedes all other express or implied warranties.

VOLTAS disclaims any and all liability in relation to this Warranty and any claims that may arise out of this Warranty.

ANY IMPLIED WARRANTIES AND/OR CONDITIONS BY NGE (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), ARE LIMITED TO THE DURATION OF THIS WARRANTY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTER, DEALER, OR OTHER PERSON, WHATSOEVER.

9. What Type Of Damage Does This Warranty Not Cover?

Neither NGE or VOLTAS is responsible for, and this Warranty does not cover the following:

- Damage as a result of or the need for repairs arising from the faulty installation or application of the Unit by a licensed HVAC contractor.
- Damage as a result of floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond NGE’s control.
- Damage as a result of or the need for repairs arising from the negligent use of

components or accessories as described in the Installation and Operating Manual in the installation of the Unit.

- Damage as a result of or the need for repairs arising from failure to attend to cleaning of the coils, filter cleaning or replacement, and lubrication.
- Damage as a result of or the need for repairs resulting from the use of parts or accessories in the Unit not supplied or designated by the manufacturer.
- Damage as a result of or the need for repairs resulting from any improper use, maintenance, operation, or service of the Unit.
- Damage as a result of or the need for repairs resulting from the failure of the Unit to start due to interruption in the electrical service or inadequate electrical service to the Unit.
- Damage as a result of or the need for repairs to the Unit caused by frozen or broken pipes, water damage, moisture intrusion, mold or other biological growth.
- Changes in the appearance of the Unit which do not affect its performance.
- Damage as a result of or the need for repairs arising from the replacement of fuses and replacement or resetting of circuit breakers on the property in which the Unit is installed.
- Damage as a result of or the need for repairs resulting from the use of unapproved refrigerant types, or used or recycled refrigerant in the Unit that are not compatible with the Unit.

10. What Will We Do To Correct The Problems?

In the event that there is damage or repair required to the Unit that is covered by this Warranty, NGE will furnish you with a replacement part, without charge, to replace such part of the Unit that is found to be defective under normal use and maintenance during the applicable warranty period. Furnishing of the

replacement part is VOLTAS's and NGE's only responsibility under this Warranty.

THE APPLICABLE REMEDIES DESCRIBED IN THIS SECTION 10 ARE NGE'S ONLY RESPONSIBILITIES, AND THE OWNER'S ONLY REMEDIES, FOR ANY BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

11. What Won't We Do To Correct Problems?

NGE not will pay for:

- Labour, freight, or any other cost associated with the service, repair, or operation of the Unit, or the deinstallation of any defective part or the installation of any replacement part.
- Electricity or fuel costs, or increases in electricity or fuel costs, for any reason, including additional or unusual use of supplemental electrical heat.
- Lodging or transportation charges.
- Refrigerant.

WHETHER ANY CLAIM IS BASED ON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY OR OTHER BREACH OF CONTRACT, OR ANY OTHER THEORY, NEITHER NGE, VOLTAS OR ANY OF ITS AFFILIATES SHALL IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE OF A UNIT, EXTRA UTILITY EXPENSES, OR DAMAGES TO PROPERTY. Some provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above shown exclusion may not apply to you.

12. How Can The Owner Receive Service?

If there is a problem with the Unit, contact a licensed contractor who installed the Unit or any other licensed contractor. To receive a replacement part, the licensed contractor must bring the defective part to a VOLTAS

heating and air conditioning products distributor.

For more information about this Warranty, email Homeowner Support at warranty@ngesales.com or call us at 1-888-807-5160.

13. What Are The Owner's Legal Remedies?

PLEASE REVIEW THIS SECTION 13. IT AFFECTS YOUR LEGAL RIGHTS. THE APPLICABLE REMEDIES DESCRIBED IN THIS SECTION 13 ARE IN ADDITION TO THE REMEDIES SET OUT IN SECTION 10.

- A. Parties: This section affects your legal rights against NGE and their respective employees, agents, successors, or assigns, all of whom together are referred to below as "we" or "us" for ease of reference.
- B. **ARBITRATION REQUIREMENT: EXCEPT AS STATED BELOW, ANY DISPUTE BETWEEN YOU AND ANY OF US SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION RATHER THAN IN COURT OR BY JURY TRIAL.** "Dispute" will be given the broadest possible meaning allowable by law. It includes any dispute, claim, or controversy arising from or relating to your purchase of the Unit and any warranty upon the Unit. It also includes determination of the scope or applicability of this Arbitration Clause.
- C. Class-Arbitration Waiver: Arbitration is handled on an individual basis. You and we expressly waive any right to participate as a class representative or class member or any class claim you may have against us or we against you, or as a private attorney general or in any other representative capacity, to the maximum extent permitted by law. You and we also waive any right to

class arbitration or any consolidation of individual arbitrations.

- D. Governing Law: For residents of the Canada, the procedures and effects of the arbitration will be governed by the applicable arbitration law of the province in which the Unit has been installed. The law governing your substantive warranty rights and other claims will be the law of the province in which the Unit has been installed.
- E. Costs of Arbitration: Each party is responsible for its own legal fees, expert witnesses, and other costs and fees unless applicable law requires otherwise.
- F. Survival and Enforceability of this Arbitration Clause: This Arbitration Clause shall survive the expiration or termination, or any transfer of the warranty on the Unit. If any part of this Arbitration Clause, except waivers of class-action rights, is found to be unenforceable for any reason, the remainder of this clause and Warranty shall remain enforceable. If, in a case in which class-action allegations have been made and the waiver of class-action rights under the Warranty is found to be enforceable with respect to any part of the dispute, then the parts of the dispute as to which the waiver of class-action rights have been found unenforceable will be severed and will proceed in court without reference or application of this Arbitration Clause. Any remaining parts will proceed in arbitration.

14. Modification.

No term or condition of this Warranty may be amended or modified except by an instrument in writing executed by the Director of NGE. NGE holds the right to amend the terms and conditions of the Warranty from time to time without notice.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.