



[12]. [2023] SN [001]

LIMITED WARRANTY

This Limited Warranty is provided to the original purchaser at retail (the "Purchaser" or "You") by Midea Heating & Ventilating Equipment Co., LTD. ("Midea" or "we"), which warrants all parts of these Midea's unitary products:

Single Phase Outdoor/Indoor and Package Units: MOVA, MOVB, MVMP, MVME, MCPM, MHVP, MHVE, MPCE, MRC, MRD

3-Phase Units (Models 5 Tons in a RESIDENTIAL Application): MRD-60HWN1-X14C

Single Phase Gas Furnaces: MGH, MGV

Collectively referred to herein as the "Product", as described below. Midea warrants this Product to the Purchaser for personal, family, or household use and commercial (package units only) use. This warranty covers quality and performance issues in materials and workmanship with the compressor, outdoor coil and parts that appear under normal use and maintenance within five years from the date of original purchase ("limited warranty") or seven years from the date of original purchase with product under registration ("extended warranty"). (Note that Product registration is not mandatory. Failure to complete registration form does not diminish Purchaser's warranty rights – to register your product and obtain the extended warranty, please go to <https://mbt.midea.com> and click on "Unitary" under the Products tab. This warranty gives You specific rights, and You may also have other rights that vary from state to state.

WARRANTY LIMITATIONS

This warranty is given only to the original purchaser at retail in either the United States or Canada and may not be transferred to any subsequent buyer. This warranty does not apply to purchasers of our products for use or resale in a business or rental; a separate commercial warranty may protect those purchasers.

This warranty does not cover any Product failure caused by:

- (a) Abuse, damage or use of the Product in violation of the Product instructions.
- (b) Modification to any Product or part.
- (c) Failure to maintain the Product or part as described in accordance with the Product instructions.
- (d) Faulty installation or application.
- (e) Use of parts or accessories not compatible with this Product.
- (f) Floods, fires, winds, lightning, accidents, corrosive atmosphere, or other conditions beyond Midea's control.
- (g) Interruption in electrical service or inadequate electrical service.
- (h) Replacement of fuses and replacement or resetting of circuit breakers.
- (i) Frozen or broken water pipes, water damage, moisture intrusion, mold, or other biological growth
- (j) The use, combination or linking of the Product to other products, processes or materials not provided by Midea.

Midea replacement parts shall be used if possible and will be warranted only for the original warranty period.

WARRANTY REMEDY

If any quality or performance issue covered by this warranty is discovered during the warranty period, we will, at our option, repair or replace any such product. This warranty is limited to Product repair or replacement by an authorized Midea servicer or dealer and does not cover any shipping cost, labor cost, customs duties, inland logistics cost, or cost of service, including any diagnostics, removal, transportation, or reinstallation costs. If we ask, You must return the product to us.

WARRANTY DISCLAIMER; EXCLUSION OF DAMAGES

This is the only express warranty to consumers that we offer on our products. **ANY IMPLIED WARRANTIES BY MIDEA, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS EXPRESS WARRANTY.** Some states and provinces do not allow the exclusion of express warranties and/or limitations on how long an implied warranty lasts, so the above exclusion and/or limitation may not apply to You.

THE REMEDY DESCRIBED ABOVE IS THE ONLY ONE THAT WE WILL PROVIDE, EITHER UNDER THIS WARRANTY OR UNDER ANY WARRANTY ARISING BY OPERATION OF LAW. WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM THE BREACH OF THIS WARRANTY OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to You.

WARRANTY CLAIMS PROCESS

For more information or to make a warranty claim, please contact us at:

Toll Free: (855) 714 0956

Email: mbt-service.na@midea.com



You must have Your bill of sale, delivery slip, or appropriate proof of purchase to submit a warranty claim. The date of purchase establishes the warranty period, should service be required.

DISPUTE RESOLUTION

ARBITRATION CLAUSE. IMPORTANT. PLEASE REVIEW THIS ARBITRATION CLAUSE. IT AFFECTS YOUR LEGAL RIGHTS.

- (a) *Parties*: This arbitration clause (this "Arbitration Clause") affects your rights against Midea and any of its affiliates or employees or 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 this Product, any warranty upon the Product, or the Product's condition. It also includes determination of the scope or applicability of this Arbitration Clause. The arbitration requirement applies to claims in contract and tort, pursuant to statute, or otherwise.
- (c) **CLASS-ARBITRATION WAIVER: ARBITRATION IS HANDLED ON AN INDIVIDUAL BASIS. IF A DISPUTE IS ARBITRATED, YOU AND WE EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON 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) *Discovery and Other Rights*: Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit. This applies to both you and us. Other rights that you or we would have in court may not be available in arbitration. Please read this Arbitration Clause and consult the rules of the arbitration organizations listed below for more information.
- (e) **SMALL CLAIMS COURT OPTION: YOU MAY CHOOSE TO LITIGATE ANY DISPUTE BETWEEN YOU AND ANY OF US IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, IF THE DISPUTE MEETS ALL REQUIREMENTS TO BE HEARD IN SMALL CLAIMS COURT.**
- (f) *Governing Law*: For residents of the United States, the procedures and effect of the arbitration will be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) rather than by state law concerning arbitration. For residents of Canada, the procedures and effect of the arbitration will be governed by the applicable arbitration law of the province in which you purchased your Product. The law governing your substantive warranty rights and other claims will be the law of the state or province in which you purchased your Product. Any court having jurisdiction may enter judgment on the arbitration award.
- (g) *Rules of the Arbitration*: If the amount in controversy is less than \$250,000, the arbitration will be decided by a single arbitrator. If the amount in controversy is greater than or equal to \$250,000, the arbitration will be decided by a panel of three arbitrators. The arbitrator(s) will be chosen pursuant to the rules of the administering arbitration organization. United States residents may choose JAMS (1920 Main Street, Ste. 300, Irvine, CA 92614, www.jamsadr.com), or, subject to our approval, any other arbitration organization. In addition, Canadian residents may choose the ADR Institute of Canada (234 Eglinton Ave. East, Suite 405, Toronto, Ontario, M4P 1K5, www.amic.org). These organizations' rules can be obtained by contacting the organization or visiting its website. If the chosen arbitration organization's rules conflict with this Arbitration Clause, the provisions of this Arbitration Clause control. The award of the arbitrator(s) shall be final and binding on all parties.
- (h) *Location of the Arbitration Hearing*: Unless applicable law provides otherwise, the arbitration hearing for United States residents will be conducted in the federal judicial district in which you reside (in your hometown area) or, for Canadian residents, in the province in which you reside, and, if you choose, will be in-person.
- (i) *Costs of the Arbitration*: Each party is responsible for its own attorney, expert, and other costs and fees unless applicable law requires otherwise. Notwithstanding the preceding sentence, and unless applicable law requires otherwise, if you are a consumer under the JAMS rules or the rules of another agreed upon arbitration administrator, Midea will pay or reimburse you for all reasonable fees or costs to the extent required by law or the applicable arbitration administrator's rules. Whether or not required by law or such rules, if you prevail at arbitration on any claim against Midea, Midea will reimburse you for any reasonable fees paid to the arbitration administrator in connection with the arbitration proceedings. Under no circumstances will Midea seek from you payment or reimbursement of any reasonable fees that Midea incurs in connection with the arbitration. If you are required to advance any fees or costs to JAMS or other agreed upon arbitration administrator, but you ask Midea to do so in your stead, Midea will consider and respond to your request.
- (j) *Survival and Enforceability of this Arbitration Clause*: This Arbitration Clause shall survive the expiration or termination, or any transfer, of the warranty on your Product. 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 the warranty shall remain enforceable. If, in a case in which class-action allegations have been made, the waiver of class-action rights under this warranty is found to be unenforceable with respect to any part of the dispute, 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.

QUEBEC RESIDENTS

The arbitration provisions of this warranty shall not apply to residents of Quebec.