

CERTIFICATE OF LIMITED LABOUR WARRANTY

In addition to the 10-year limited warranty on parts offered by Panasonic, **Descair Inc. offers a 10-year limited labour warranty on Exterios E and Climapure XE models installed since March 1, 2021**, according to the terms and conditions that you can consult on the warranty document provided by your retailer or on Descair's website at: www.descair.ca consumers section.

Outdoor Unit

Serial number:

Model number:

Indoor unit(s)

Serial number:

Model number:

Serial number:

Model number:

Serial number:

Model number:

Serial number:

Model number:

Serial number:

Model number:

Name of Owner:

Address:

City:

Province:

Postal Code:

Telephone:

Name of Installer:

Address:

City:

Province:

Postal Code:

Telephone:

Date of Installation:

**RETAILER SERVICE AGREEMENT FOR THE IMPLEMENTATION OF THE
LIMITED 10-YEAR LABOUR WARRANTY PLAN**

(hereinafter the "Program")

The Retailer agrees to participate in and comply with the Program in accordance with its terms and conditions as follows:

1. The Retailer agrees to be compensated under the terms of the Program as follows:
 - a. any labour claim for work performed will be reimbursed at the rate of \$75 per hour,
 - b. only one service call per repair made will be reimbursed at a cost of \$35. The Retailer agrees to bill the owner for any other travel required to complete the required repair service at a reasonable rate corresponding to the market rate,
 - c. refrigerant R-410a will be reimbursed at a fixed price of \$15 per pound in accordance with the terms and conditions of the Program.
2. Only refrigerant leaks that are part of the System (condenser and evaporator) will be refundable. For purposes of clarification, leaks at flared joints, piping between the evaporator and condenser and welds made during installation are not covered by the Program, nor are the consumables used by the Retailer.
3. Any claim for reimbursement of a refrigerant leak on the sealed System must be accompanied by a video demonstrating the need for the repair.
4. Unless written authorization is obtained from Descair Inc., the Retailer must use Panasonic recommended parts to make a refundable repair under the Program.
5. The Retailer irrevocably authorizes Descair Inc. to contact any owner of a System to verify the nature of the claim and the performance of the work for which the claim is presented to Descair Inc. by the Retailer.
6. Defective Parts must be returned to Descair Inc. at the time the claim is filed, provided that the Retailer agrees to file such claim no later than the 30th day following the performance of the work for which it requires reimbursement under the Program. A copy of the technician's work order and a copy of the invoice for the changed parts must accompany the Retailer's claim.

7. The Retailer acknowledges and agrees that during the 30-day period following the installation of the System, any claim will be subject to Panasonic's warranty without any recourse against Descair Inc. under the Program, and that the Program will take effect on the 31st day following the installation of the System.
8. Descair Inc. will be allowed to assign another Retailer to perform a repair for the benefit of a System owner to whom the Extended Limited Labour Warranty applies in one of the following situations:
 - a. the Retailer fails to repair the System failure as required by the owner,
 - b. the Retailer refuses to perform the work required by the owner,
 - c. at the express request of the owner.
9. The Retailer accepts and acknowledges that Descair Inc.'s schedule of hours and service codes attached hereto forms an integral part of the Program and agrees to abide by it at all times for the duration of the Program.
10. The Retailer agrees and undertakes to inform each owner with whom it will install a System of the existence of the 10-year limited warranty program offered by Descair Inc. and deliver the Certificate of Warranty together with its terms and conditions.
11. Unless exceptional circumstances that require prior written acceptance by Descair Inc., the Retailer acknowledges and accepts that the maximum time payable under the terms of the Program following an intervention at a System owner's premises is 6 hours and that no other claim relating to the replacement of the same part may be presented to Descair Inc. within a period of 90 days following the Retailer's intervention to repair the System for which a claim is presented.
12. The above use of the word "System" means the condenser and evaporator units of Panasonic Exteriores E or Climapure XE air conditioning or heat pump units, while the word "Retailer" means a contractor or installer authorized by Descair Inc. to install or repair a System.
13. The Retailer accepts and agrees to bill only the hours indicated on the attached Schedule of Allowed Hours for reimbursement of work performed for System repairs.

 Charles Abiad
 Vice-President, General Manager
 Descair Inc.

 LAST NAME, First name of Retailer

 Date

 Signature of Retailer

LABOUR ALLOWANCE TABLE:

| Limited 10-year labour warranty | Allowed Hours |
|--|----------------------|
| Electrical components | |
| Electronic board | 1.5H |
| Condensor motor | 1H |
| Evaporator motor | 1.5H |
| Other components: Reactor, terminal, sensors, factory wiring, louver motor, coil, high and low pressure switch | 1H |
| Sealed system | |
| Parts on sealed system (EXV, capilar, reversing valve) | 3H |
| Compressor replacement | 4H |
| Coil replacement | 3H |
| 2-way and 3-way service valves | 2H |
| Refrigerant leak (repair) | 2.5H |
| Others | |
| Casing parts (manufacturing defect) | 1H |
| Fan blade and bearings | 1H |

**TERMS AND CONDITIONS OF THE LIMITED 10-YEAR LABOUR WARRANTY ON
PANASONIC AIR CONDITIONING OR HEAT PUMP UNITS, EXTERIOS E OR
CLIMAPURE XE MODELS, OPERATING ON R-410a**

CONDITIONS AND LIMITATIONS :

1. The labour warranty described herein (hereinafter the "**Warranty**") applies only to the condenser (outdoor unit) and the evaporator (indoor unit) (hereinafter the "**Parts**") of your Panasonic Exterios E or Climapure XE air conditioning or heat pump unit (hereinafter the "**System**") when the System is installed for residential purposes only in the Province of Quebec.
2. Representations or promises made by the service retailer (hereinafter the "**Retailer**") or any other person not specifically included in the Warranty are automatically excluded from the Warranty.
3. The Warranty applies only to the original purchaser of the System and cannot be assigned or transferred.
4. The Warranty will cease to apply in all cases where one or both Parts of the System are moved from their original installation location to a new location.
5. The System's owner acknowledges that labor costs not covered by the Warranty will be at his exclusive expense without any recourse against Descair Inc.
6. Descair Inc. or the Retailer shall not be held responsible for damages, direct or indirect, resulting from any delay in carrying out the required repairs covered by the Warranty.
7. The Warranty is subject to normal residential use of the System in accordance with Panasonic's specifications and recommendations.

LIMITATION OF LIABILITY :

Descair Inc.'s liability under the terms of the Warranty shall in no case exceed the cost of labor required for the replacement of one of the Parts of the System.

EXCLUSIONS :

The Warranty does not cover:

1. More than one service call for the same repair within a 90 consecutive day period nor consumables other than the refrigerant used to correct a System failure.
2. Any repair made to correct a failure or malfunction that is not directly attributable to a manufacturing defect in the System, such as damage resulting from fire, flood, electrical surge, misuse, earthquake or other fortuitous event akin to an Act of God.
3. Any repairs required as a result of improper maintenance of the System or installation not in accordance with Panasonic's guidelines.
4. Any amount charged by the Retailer as a labour surcharge due to:
 - (i) work performed outside normal business hours or on a holiday;
 - (ii) difficulty accessing the System when the evaporator (indoor unit) is installed more than 2.286 metres (7 feet 6 inches) from the ground or the condenser (outdoor unit) is installed more than 1.52 metres (5 feet) from the ground;

(iii) a delay in the completion of the repair work caused by the general condition of the premises which makes it difficult for the Retailer to access the System.

5. Refrigerant leaks other than those from the sealed parts of the System; for example, leaks from flared joints, piping between System Parts and welds made during System installation are not covered.
6. Water leaks caused by improper installation of the exterior drainage system or any other breakage or malfunction resulting from a faulty installation of the System.
7. The work related to the periodic maintenance recommended by Panasonic as well as the replacement of the System's filters.
8. The time required to replace parts or components not conforming to Panasonic's specifications including, but not limited to, pipes, cables, switches, adapters, conduits, fittings, etc.

OWNER'S RESPONSIBILITY:

To preserve the Warranty, the owner must, at all times, ensure that the System is periodically maintained with respect to changing the filters and cleaning the Parts to ensure optimal operation.

It is strongly recommended that each owner of a System enter into a maintenance and verification agreement for the System, including the cleaning of its main components and the verification of operating pressures, refrigeration connections and thermostat.

It is the responsibility of the owner to contact the Retailer as soon as a System failure occurs and to stop the operation of the System, if necessary, in order to avoid further damage to the System.

If you are unable to contact a Retailer, you can obtain a list of Retailers near the residence where the System was installed by visiting www.descair.ca consumer's section.

LABOUR ALLOWANCE TABLE:

You will find in the appendix, for your information, the Schedule of Allowed Hours that Descair Inc. allocates to perform or correct a System malfunction. The Retailer is required to respect these labor allowances unless a separate agreement has been made with the owner.

LABOUR ALLOWANCE TABLE:

| Limited 10-year labour warranty | Allowed Hours |
|--|---------------|
| Electrical components | |
| Electronic board | 1.5H |
| Condensor motor | 1H |
| Evaporator motor | 1.5H |
| Other components: Reactor, terminal, sensors, factory wiring, louver motor, coil, high and low pressure switch | 1H |
| Sealed system | |
| Parts on sealed system (EXV, capilar, reversing valve) | 3H |
| Compressor replacement | 4H |
| Coil replacement | 3H |
| 2-way and 3-way service valves | 2H |
| Refrigerant leak (repair) | 2.5H |
| Others | |
| Casing parts (manufacturing defect) | 1H |
| Fan blade and bearings | 1H |