

"The people behind the scenes"

Thank you for your purchase from RBA Mechanical

This document is submitted with all new installations, renovations, and retrofits, and pertains to any service purchases and/or sales from, for, or pertaining to any service completed by RBA Mechanical.

WARRANTY

Plumbing & HVAC Services

Limited Warranty

Installations, repairs and other services performed by RBA Mechanical Inc, are guaranteed for a period of 90 days from the date the work was completed, or as specified in your quote or invoice.

RBA Mechanical's limited warranty covers labour workmanship only, or as may be determined onsite, by an authorized agent of RBA Mechanical.

- 1-1: Warranties apply to "Current" or "Paid" invoices only, and shall be void and considered a contract breach on overdue or non-paid invoices.
- 1-1.b: Designs and/or engineering completed by RBA Mechanical is guaranteed by RBA Mechanical only to the extent they shall meet or exceed the CSA Natural Gas Safety Code and, where applicable, the CSA Hydronics Installation Code. It is the customer's sole responsibility to ensure accurate data has been provided to RBA Mechanical, whereas RBA Mechanical shall not be held liable in any way for misleading information, or lack of information provided by the customer. It is the sole responsibility of the customer to ensure the accuracy of any designs provided by RBA Mechanical PRIOR to any contract acceptance, whereas this may include additional costs to the customer. RBA Mechanical shall not be held responsible or liable for any installation completed, based on the design and engineering provided by RBA Mechanical, that has not been installed by RBA Mechanical It shall be the responsibility of the Installer to ensure designs are workable and congruent with actual project conditions. Designs provided by RBA Mechanical are not disputable AFTER the installation completion date.
- 1-1.c: Electronic controls supplied and installed by RBA Mechanical are guaranteed under this warranty based on normal usage. Electronic controls are set up under initial design settings, and/or as initially requested by the Customer. Control and temperature settings are not guaranteed under this warranty after initial installation, whereas, any additional setup and/or temperature adjustment requests of any kind shall be considered "upgrades" and/or "options" and no labor warranty to complete such requests shall be expressed or implied.
- 1-2.d: This warranty does not cover electronic component failures that have been subjected to electrical disruptions including, electrical storms, electrical outages, electrical surges, or other such electrical anomalies.

- 1-1.e: 12 Month (1 Year) Warranties are conditional after 6 months of the installation date that Maintenance Service is performed (refer to section Maintenance). Warranty is void where Maintenance Service is not purchased by the 6 month Installation Anniversary.
- 1-1.f: This warranty shall not apply to any installed material, equipment or appliance supplied and/or installed by RBA Mechanical. Inc. if it has been damaged by abnormal use, misuse, neglect, accident, alteration, premature usage, or "tampering with" (by other than RBA Mechanical), whereas, RBA Mechanical shall reserve the right to investigate damage and cause prior to completing any labor or parts warranty.
- 1-1.g: This warranty shall not include incidental or consequential damages which may occur from lack of immediate notification of a problem to RBA Mechanical. Damages due to prolonged usage of defective material, equipment and/or appliances are not covered under this warranty, whereas, RBA Mechanical shall reserve the right to investigate damage and cause prior to completing any labor or parts warranty.
- 1-2: Price and availability information is subject to change without notice, and RBA Mechanical shall not be held liable for such changes. Product or price changes have no effect on previous orders or services.
- 1-3: Your product warranty is based on the Manufacturers Warranty Policies only. Once your product(s) is installed, you must complete the following steps:
 - 1. All product warranties fall under the Manufacturers Warranty Policies, whereas claims are to be submitted based on their policies.
 - 2. Read your owners manuals immediately after installation!
 - 3. Complete and send your Warranty Cards to the Manufacturer, if provided, as soon as your product is installed!
- 1-4: Telephone or E-mail Technical Support is provided based solely on information received. RBA Mechanical holds no liability for any information provided to the customer on any technical support issue. Technical Support is provided based on experience, knowledge and training, whereas RBA Mechanical, at any time, shall not be responsible for any misuse, damage, non operation, false readings, lack of knowledge and training, etc.
- 1-5: RBA Mechanical holds no liability in the event any supplied and/or installed item becomes unavailable by the Manufacturer. In the event problems arise with the installed item during the warranty period, a direct replacement of equal or lesser value shall be provided under this warranty, Payment difference must be made for any replacement item of greater value. In the event nor direct replacement is available for discontinued item(s), the buyer shall be responsible for paying for any alterations and/or required changes to install new replacement components.

- 1-6: All items are subject to availability. Items not in stock for whatever reason may be subject to 1 to 4 weeks delivery and RBA Mechanical, in no event, shall be liable for such delays.
- 1-7: In an effort to provide our customers with the most current information, RBA Mechanical will, from time to time, make changes to the contents of this document and the products or services provided by RBA Mechanical
- 1-8: Inspection services completed by City or Jurisdictional Authorities are not included in this warranty other than to the extent of Direct Workmanship Issues. You must pay for the labor and any additional services or materials that are requested or found to be required by the Authority, whereas, RBA Mechanical shall not be held liable or responsible for whatever reason for such requests, as Jurisdictions vary in Authority.
- 1-8.a: Non-Satisfactory Inspections shall be corrected at no cost to the extent of Direct Workmanship Issues only, and shall include, but not limited to, such issues as leaks on piping or equipment, the installation of incorrect or non-CSA approved parts or equipment, or installed parts or equipment in an illegal or non-CSA application.
- 1-8.b: Non-Satisfactory Inspections due to missing system requirements shall not be covered under this warranty, and shall be paid for by the customer, as such items were not requested by the customer, itemized on the contract, or required by most Jurisdictional Authorities.
- 1-9: AT NO TIME SHALL RBA Mechanical BE HELD LIABLE OR RESPONSIBLE FOR THE OPINIONS OF OTHERS, OTHER THAN A DIRECT EMPLOYEE OR AGENT OF RBA Mechanical

Customer Installed Materials Parts / Materials Sold by RBA Mechanical (installed by others)

2-1: RBA Mechanical holds no responsibility for any part sold once it has left our hands. Nor does RBA Mechanical hold any responsibility for any repairs or installations of the purchased parts. This warranty does not cover workmanship on components and materials installed by the customer, the customer's employees, or customer representatives.

The customer shall be responsible for ordering the correct parts as is needed.

- 2-2: Faulty parts can be returned and submitted to the Manufacturer for a warranty claim. Customer is responsible for purchasing replacement parts until the warranty is successfully processed. Parts warranty is not guaranteed by RBA Mechanical. If a warranty claim is successfully completed by the Manufacturer, the customer will be reimbursed the full amount in the method of original payment.
- 2-3: The following issues are not be covered under this warranty policy:
 - Inconsistent floor temperature
 - Premature problems or failures directly caused, or indirectly caused, by customer-installed materials
 - Material damages
 - Inadequate or failed pressure testing
 - Unsatisfactory inspections related to customer-installed materials
 - Changing or altering of specifications, in whole or in part
- 2-4: Labor or materials required to adjust, repair, or reinstall due to 2-1, 2-2, or 2-3 will not be covered under this warranty, and labor warranty is not expressed or implied.

Maintenance

- 3-1: Maintenance is a required service by this Warranty Policy and by the Parts/ Materials Manufacturer for all mechanical equipment to ensure valid warranties and the proper, safe operation. Maintenance services are not included in any contract, installation, repair, or other such service performed by RBA Mechanical.
- 3-2: Maintenance Service must be performed by RBA Mechanical both during and after the duration period of this Warranty to ensure full warranty coverage by RBA Mechanical and the equipment/appliance manufacturer.
- 3-3: The buyer is responsible for the payment of labor to complete any Maintenance Service on a Per-Visit basis (some maintenance contracts are available upon request).
- 3-4: The buyer is responsible for the payment for any parts that are subject to normal wear-and-tear (such parts include, but are not limited to, furnace filters, lubricating oils, side stream filter cartridges, thermocouples, thermopiles, etc.).
- 3-5: 12 Month (1 Year) Warranties are conditional; Maintenance Services must be purchased prior to the first 6 month Installation Anniversary.
- 3-6: Warranties over 12 months (1 year) are conditional; Maintenance Services must be purchased prior to the first 6 month Installation Anniversary, and the first 12 month Installation Anniversary, then at a maximum every 12 months thereafter. Some equipment manufacturers require maintenance service every 6 months (refer to Manufacturer's owners manuals and warranty policies).
- 3-7: Maintenance Services do not fall under this warranty policy, as it is a conditional service to provide and maintain equipment warranties.
- 3-8: Warranties for Maintenance Services are for a period of no more than 30 days (or as specified on invoice) against workmanship or manufacturers' product defect on INSTALLED parts only. There is no warranty or guarantee on testing or inspection services during any Maintenance Service performed by RBA Mechanical

How to Submit a Warranty Claim

Products Claims with RBA Mechanical Supplied Materials

- 1. Ensure your claim falls under the Manufacturers Warranty Policy. Refer to your Owners Manual.
- 2. Check your original invoice for the material you want to claim. Ensure the warranty term has not expired.
- 3. Call RBA Mechanical regarding the problem you are experiencing.
- 4. We will send an Agent to inspect the material when applicable.
- 5. Parts/ materials are for exchange only. Customer is responsible for purchasing replacement parts until the warranty is successfully processed. Parts warranty is not guaranteed by RBA Mechanical. If a warranty claim is successfully completed by the Manufacturer, the customer will be reimbursed the full amount in the method of original payment.
- 6. The buyer shall be responsible for paying the labor pertaining to the removal, acquiring, and re-installing of the new parts/ material.

The buyer shall be responsible for the payment of any labor and parts/ materials for Claims not found under this or the Manufacturers Warranty Policy. RBA Mechanical reserves the right to decline, or make good, any claim NOT covered under this warranty.

Workmanship Claims with RBA Mechanical's Installation/Repair

- 1. Ensure your claim falls under the RBA MechanicalWarranty Policy. Refer to this document.
- 2. Check your original invoice for the installation service you want to claim. Ensure the warranty term has not expired.
- 3. Call RBA Mechanical regarding the problem you are experiencing.
- 4. We will send an Agent to inspect the installation/ repair service when applicable.
- 5. Workmanship for the immediate problem area shall be corrected at no cost, or, if correction is not practicable, perform the immediate section of work again at the option of RBA Mechanical
- 6. The buyer shall be responsible for paying for any labor, additional parts or materials that may be required to gain access to the immediate problem area.

Control and/or Temperature Settings, and equipment programming are not covered under this warranty. The buyer shall be responsible for the payment of any labor pertaining to such adjustments. The buyer shall be responsible for the payment of any labor and parts/ materials for Claims not found under RBA Mechanical or the Manufacturers Warranty Policy.

RBA Mechanical reserves the right to decline, or make good, any claim NOT covered under this warranty.

Contact Information

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Legal

Employees and / or agents of RBA Mechanical do not have the authority to make any changes to this document in whole or in part.

A Contract may contain additional conditions over and above this document in whole or in part, and shall become a Legal part of this document.

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