Availability policy for parts, repair services and information

Manufacturer's disclosure - section 39 of the Consumer Protection Act and section 79.18 of the Regulation respecting the application of the Consumer Protection Act. This document is published on the Capital Jayco website; it is the link that client companies make available to their own customers.

> This English version is provided for convenience. The French version is the reference version and prevails in the event of any discrepancy.

Summary - availability table

Replacement parts ***Partial availability***	Capital Jayco **guarantees the partial availability** of functional parts - motors, electronic boards, refrigeration components, compressors - at a reasonable price. Capital Jayco **does not guarantee** the availability of cosmetic or aesthetic parts - grilles, covers, panels, remote controls - whose absence does not prevent the unit from operating.
Repair services ***Partial availability***	Capital Jayco **guarantees partial technical assistance** remotely, by telephone or by email, and the processing of claims. Capital Jayco **does not guarantee** on-site maintenance, repair and labour at the consumer's home: the installing contractor, a certified refrigeration technician, provides these services under its own contract with the consumer (see section 4).
Maintenance or repair information ***Partial availability***	Capital Jayco **guarantees the partial availability of repair information**: manuals, error codes, technical specifications. Capital Jayco **does not guarantee** the availability of diagnostic software (see section 5).

1. Identification

Capital Jayco inc. is a distributor of heating, ventilation and air conditioning products in Québec. The table below names, for each brand, the manufacturer of the unit and the person considered the manufacturer within the meaning of section 1 g) ii) of the Consumer Protection Act, that is, the person who imports or distributes the goods when the manufacturer has no establishment in Canada.

Brand	Manufacturer	Manufacturer within the meaning of the CPA
Québec Vair	Gree Electric Appliances inc., Zhuhai, China	**Capital Jayco inc.** 2351, boul. Fernand-Lafontaine, Longueuil (Québec) J4N 1N7 · 438-230-2751
Willis	Gree Electric Appliances inc., Zhuhai, China	**Flex Distribution** 5965, ch. de la Côte-de-Liesse, Saint-Laurent (Québec) · flexdistribution.com
Suprême	TCL Technology, Huizhou, Guangdong, China	**TTI Fabrication inc.** Longueuil (Québec)
Turbofin	TCL Technology, Huizhou, Guangdong, China	**TTI Fabrication inc.** Longueuil (Québec)
Innovair	Hisense, Qingdao, Shandong, China	**Dettson**
Maxiair Signature	Midea, Foshan, Guangdong, China	**Maxi Vent Distribution**

Capital Jayco acts as the distributor of these brands and takes charge of the manufacturer's warranty for each of them with its network.

Address	2351, boul. Fernand-Lafontaine, Longueuil (Québec) J4N 1N7
Telephone	438-230-2751
Website	capitaljayco.com

2. Scope of this policy

This policy applies to all products of the brands listed in section 1 distributed by Capital Jayco in Québec, insofar as these products are of a nature to require maintenance work within the meaning of section 39 of the CPA. It applies without prejudice to the six-year legal warranty of good working order provided for in section 38.1 of the CPA, applicable from October 5, 2026 (see section 4.3).

The Consumer Protection Act and the obligations arising from Bill 29 apply **to consumer contracts**, that is, when the purchaser is a natural person acquiring the goods for personal, family or domestic use. They do not apply to

goods acquired or used for commercial, industrial, institutional or business purposes.

Heat pumps and air conditioners are expressly recognized by case law as goods requiring maintenance work (*Langlois c. CPMG Airmax inc.*, 2023 QCCQ 1839).

Units sold before the current online store was set up, in particular Midea units and older Suprême units, are covered by this policy with respect to **parts availability**. They do not benefit from the six-year labour protection program, which applies to units installed on or after October 5, 2026.

3. Replacement parts availability warranty

3.1 EXTENT

Capital Jayco offers a partial warranty of availability of replacement parts for the brands listed in section 1, for a reasonable period after the sales contract is entered into. This warranty covers functional parts, that is, those whose failure prevents the unit from operating or from providing heating or cooling. Cosmetic or aesthetic parts are not covered by this warranty.

3.2 PARTS COVERED

A. Functional parts - covered (their failure makes the unit unable to operate, heat or cool): compressors; electronic control boards and relays; fan motors, indoor blower and outdoor fan; expansion valves and solenoids; temperature, pressure and defrost sensors; heat exchangers, indoor and outdoor coils; power electrical components, capacitors and contactors.

B. Cosmetic parts - excluded (their failure prevents neither the operation of the unit nor its ability to heat or cool): exterior body panels and protective grilles; standard air filters; air direction louvres and louvre motors; remote controls and wall brackets; plastic trim parts.

3.3 AVAILABILITY LEAD TIME

Functional parts are generally kept in inventory at our Longueuil and Terrebonne branches to ensure quick availability. When a functional part is not in stock, it is ordered and usually becomes available within three to six weeks. Cosmetic parts, whose availability is not guaranteed, may still be ordered when offered by the manufacturer.

3.4 REASONABLE PRICE AND INSTALLATION

Section 39.3 of the CPA requires that replacement parts be offered at a reasonable price, that is, a price that does not hinder the consumer's access to these parts. Replacement parts must be installable using tools commonly used in the refrigeration trade, without irreversibly damaging the goods, as required by the second paragraph of section 39 of the CPA.

3.5 COVERAGE PERIODS

The periods of the conventional warranty offered by Capital Jayco on units of its brands, from the date of installation:

Brand	Parts	Compressor	Labour
Québec Vair (including the Boréal line)	**12 years**	**12 years**	**6 years**
Willis	**12 years**	**12 years**	**6 years**
Suprême	10 years	10 years	**6 years**
Turbofin	10 years	10 years	**6 years**
Innovair	10 years	10 years	**6 years**
Maxiair Signature	10 years	10 years	**6 years**

The labour warranty period is the same for all brands. Only the conventional warranty on parts and the compressor varies by brand.

These periods are in addition to the six-year legal warranty of good working order and do not reduce it.

4. Availability of repair services

4.1 SERVICES GUARANTEED BY CAPITAL JAYCO

Capital Jayco **guarantees** remote technical assistance, by telephone or by email, for the diagnosis and troubleshooting of units of its brands. Capital Jayco also **guarantees** the processing of warranty claims, including the review of the claim and, where applicable, the authorization to return or replace the part or product concerned.

4.2 SERVICES NOT GUARANTEED BY CAPITAL JAYCO

Capital Jayco does not offer any on-site repair service. As a distributor, it does not employ refrigeration technicians and does not itself perform any installation, repair or maintenance at the consumer's home. The installing contractor, a refrigeration technician holding the required certifications, provides these services under its own service contract with the consumer. As such, this contractor acts as a "merchant" within the meaning of the CPA and must itself guarantee the availability of its repair services.

Legal basis: the third paragraph of section 39 of the CPA allows a manufacturer to release itself from the obligation to provide repair services, provided it notifies the consumer in writing before the contract is entered into. Section 79.18 of the Regulation requires the manufacturer to specify whether this availability is guaranteed fully, partially or not at all. This policy constitutes that notice.

4.3 SIX-YEAR LEGAL WARRANTY OF GOOD WORKING ORDER

In accordance with section 38.1 of the CPA, this policy does not restrict the six-year legal warranty of good working order applicable to new air conditioners and heat pumps delivered to the consumer on or after October 5, 2026. This warranty is automatic and free of charge. During this period, the labour required to replace a part is handled by the installing contractor, whom Capital Jayco reimburses under its labour protection program.

4.4 TECHNICIAN QUALIFICATION

In Québec, the maintenance and repair of a unit containing a refrigerant must be carried out by a refrigeration technician holding the legally required certifications. This requirement stems from the law and from consumer safety, not from a Capital Jayco policy.

The consumer remains free to choose the qualified company that performs the maintenance or repair of their unit, and this choice cannot cause them to lose the legal warranty of good working order or the legal warranty of quality. These warranties apply according to their own conditions, regardless of the service provider chosen.

The **labour reimbursement** by Capital Jayco is a commercial commitment made to the client companies of its network. It applies to work performed by a certified technician of a Capital Jayco client company, upon presentation of the required documents. A repair made by a non-certified person, or a modification of the unit, may also void the manufacturer's conventional warranty and result in a claim being refused.

5. Availability of maintenance and repair information

Information guaranteed: installation and user manuals, error codes, technical specifications. They are available in French, free of charge, in the Documents section of the Capital Jayco portal and at **capitaljayco.com/pages/loi-29**.

Information not guaranteed: the availability of diagnostic software is not guaranteed by Capital Jayco.

In accordance with the first paragraph of section 39 of the CPA, the necessary information must be available in French. In accordance with section 39.3, information offered on a technological medium is free of charge.

6. Roles and responsibilities

6.1 CAPITAL JAYCO

- Ensure the availability of functional replacement parts, excluding cosmetic parts (partial warranty).
- Ensure the availability, in French, of the information necessary for maintenance and repair, with the exception of diagnostic software (partial warranty).
- Provide remote technical support for diagnosis and troubleshooting (partial warranty of repair services).
- Honour return authorizations granted under warranty.
- Maintain an inventory of parts in its Québec branches.
- Process requests for parts and maintenance information diligently.

- When a replacement is required: supply the replacement product and bear the reasonable transportation and shipping costs.
- Reimburse the client company for labour covered by the six-year labour protection program.

6.2 INSTALLING CONTRACTOR

- Inform the consumer, before the contract is entered into, of the extent of the availability warranty for parts, services and information.
- For online sales, publish a hyperlink to this policy.
- Perform an installation that complies with the manufacturer's instructions, the Québec Construction Code and the CSA B52 standard.
- Fill out the commissioning form at each installation and have it signed by the owner.
- Provide maintenance and repairs in accordance with recognized industry standards.
- When Capital Jayco replaces a product: bear, under its own service contract with the consumer, the costs of uninstalling the old equipment and installing the replacement equipment.

Important: in its relationship with the end consumer, the installing contractor is itself considered a "merchant" within the meaning of the CPA. It is therefore solidarily liable, with the manufacturer, for the obligations arising from section 39 of the CPA, and must make its own disclosures to the consumer, in accordance with sections 79.19 and 79.20 of the Regulation.

6.3 CONSUMER

The consumer is responsible for the routine maintenance of their equipment, in order to preserve its good working order and avoid damage or premature wear resulting from a lack of maintenance:

- clean the indoor unit filters at least once a month;
- make sure that no obstruction hinders the airflow of the outdoor unit;
- keep the outdoor unit coil clean and clear - an accumulation of pollen on it is considered an obstruction;
- keep the surroundings of the outdoor unit free of snow, leaves, vegetation and debris.

Any failure or wear resulting from a lack of maintenance, normal use or abusive use may not be covered by the applicable warranties, including the six-year legal warranty of good working order, these situations being recognized as exclusions.

7. Access to information and replacement procedure

Manuals, error code lists and technical data sheets are available free of charge, in French, in the Documents section of the Capital Jayco portal and on the public page **capitaljayco.com/pages/loi-29**. A consumer or an independent repairer who wishes to obtain maintenance or repair information may also request it by email at **garantie@capitaljayco.com**; the information is sent to them free of charge.

When a repair is not possible and a replacement of the unit is authorized, Capital Jayco supplies the replacement product and bears the reasonable transportation and shipping costs. Uninstalling the old unit, installing the new one, the connections and the commissioning are the responsibility of the installing contractor, under its service contract with the consumer. The replacement request follows the same path as an ordinary claim and must be authorized by Capital Jayco before the work is performed.

8. Manufacturers' availability policies

In accordance with section 79.18 of the Regulation, the availability information applicable to each brand is that of this policy. The manufacturers within the meaning of the CPA named in section 1 for the Willis, Suprême, Turbofin, Innovair and Maxiair Signature brands do not publish a separate availability policy; their contact information appears in section 1 and a consumer may contact them directly.

9. Updates to this policy

This policy may be changed at any time and without notice, to reflect changes in regulations and in the product offering. The version published online is at all times the version in force and replaces any copy previously printed or sent. Its most recent version can be consulted at any time at **capitaljayco.com/pages/politique-pieces**.

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