



# LIMITED WARRANTY

## CONDITIONS

This limited warranty is provided to the original purchaser (the 'Buyer'), and may not be transferred, sold or bartered. All warranty claims must be processed through point of purchase. All warranty repair work must be authorized by Vendor.

## PROVISIONS

Subject to the provisions of the clauses herein, Vendor agrees to correct any defect or defects in workmanship or materials which may develop under proper and normal use during the period of one (1) year from the date of shipment, by repair or by replacement of the defective part or equipment, at Vendor's option, FOB factory. The following exceptions to the warranty period shall apply:

AXC and EXT Duct Fans (excluding accessories)	Five (5) years
Aerofan Superior Bathroom Fans (excluding lamps & accessories)	Three (3) years
CX Complete Air Purification Systems (excluding UV lamps, filters & accessories)	Two (2) years

## LIMITATION OF LIABILITY

It is expressly understood that Vendor's liability is limited to the furnishing of such replacement parts, and that Vendor shall not, in any manner whatsoever, be liable for any consequential or incidental damages, loss of property, revenues or profit, cost of removal, installation or re-installation, or expenses arising in connection with the use of or inability to use the materials for any purpose.

Vendor makes no representations whatsoever as to the fitness, capacity or performance of any materials excepting only to such extent (if any) as is specifically set forth on the quotation. In the event that materials do not comply with such a representation, Buyer shall notify Vendor within 30 days of shipment from Vendor's factory, and afford Vendor reasonable opportunity to correct such non-compliance. Buyer shall pay Vendor's list price of any new part then installed, and shall be entitled to credit for Vendor's list of any old part for which the same is substituted, and shall pay Vendor's shipping charges on such old and new parts. In the event that Vendor is unable to correct such non-compliance, Buyer may at its own expense return the entire materials, FOB Vendor's factory, and Vendor shall then credit Buyer with the full purchase price, excluding shipping charges.

Vendor makes no other warranty, and no other warranty shall be implied, except warranty of the title and warranty that the materials sold hereunder are that normally sold under Vendor's trade name.

## COATINGS

Coatings are not covered by these warranty provisions. Various atmospheric conditions affect the permanence of coatings and their protection against corrosion of materials. Unless this contract specifically refers to a warranty as to coatings, abrasion, corrosion or erosion, Vendor makes no warranty or agreement with respect thereto.

## MOTORS, DRIVES, ETC.

Motors, drives, electrical controls and other components manufactured for Vendor by others are not covered by these warranty provisions. Vendor makes no warranty or agreement on these manufactured products, which are covered by manufacturers' separate warranties.

## WARRANTY DOES NOT APPLY TO:

- Shipping damage. For materials damaged during shipment, whether concealed or visible, it is the responsibility of Buyer to file claims with the carrier, regardless of responsibility for freight charges (prepaid, collect, etc.).
- Materials that have not been stored properly and maintained after receipt, including turning of motors and bearings.
- Damage caused by improper installation, wiring, or incorrect electrical voltage.
- Materials that have been modified, altered or disassembled.
- Materials that have had identification labels removed or altered.
- Damage caused by corrosion, abrasion, or severe temperature.
- Materials that have been subjected abuse, misuse, abnormal usage, or accident.
- Materials that have not been maintained in accordance with a manufacturer's instructions and/or industry standards.
- The cost of removal or reinstallation of materials.
- Damage to property resulting from incorrect or faulty installation.
- Acts of God such as fires, earthquakes, or floods and any other causes beyond Vendor's control.

## RETURN POLICY:

- To receive warranty consideration, Buyer must first obtain a Return Materials Authorization (RMA) number and a ship to address.
- Vendor will not accept collect shipments of returned materials, or materials shipped without an accompanying RMA.
- Materials must be properly packaged and returned PREPAID with an accompanying copy of the original Bill of Sale to verify purchase date.
- RMA number must be clearly indicated on the outside of packaging.
- Materials received at factory and deemed NOT COVERED BY WARRANTY will be, at Buyer's direction, disposed of or returned without action to Buyer, freight collect. No credit will be issued.
- Materials received at factory and deemed COVERED BY WARRANTY will be, at Vendor's option, repaired or replaced and returned to Buyer, freight collect. No credit will be issued.

No other warranty, expressed, implied or written, shall apply to these materials. Notwithstanding any provision to the contrary, Vendor's total financial liability to Buyer shall not exceed the purchase price as stated on the original Bill of Sale.

This warranty gives specific legal rights and is subject to any applicable consumer protection legislation. Additional rights, which may vary according to local jurisdiction, may also apply.

**USA**

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