

WARRANTY:

Soler & Palau USA warrants this equipment to be free from defects in material and workmanship for five (5) years from date of shipment. Any units or parts which prove to be defective and are reported during the warranty period will be replaced at our option when returned to our factory, transportation prepaid. Deterioration or wear by heat, abrasive action, chemicals, improper installation or operation or lack of normal maintenance shall not constitute defects, and are not covered by warranty.

The motor is warranted by the motor manufacturer for one (1) year. If the motor becomes defective in the warranty period, it should be taken to the nearest authorized motor service station. If this is not done, the motor manufacturer will not warrant the motor. Call the factory for instructions if authorized service station is not known.

Soler & Palau USA will not be responsible for any installation, removal or re-installation costs or any consequential damage resulting in failure to meet conditions of any warranty.

LIMITATION OF WARRANTY AND LIABILITY

This warranty does not apply to any such S&P product or parts which have failed as a result of faulty installation or abuse, or incorrect electrical connections or alterations, made by others, or use under abnormal operating conditions or misapplication of the products and parts.

Soler & Palau USA will not approve for payment any repairs made outside the factory without prior written consent of its Jacksonville, Florida office.

The foregoing shall constitute our sole and exclusive warranty and our sole and exclusive liability and is in lieu of all other warranties, whether written, oral, implied or statutory. There are no warranties which extend beyond the description of the page hereof. Seller does not warrant that said goods and articles are of merchantable quality or that they are fit for any particular purpose. The liability of seller on any claim of any kind, including negligence, for any loss or damage arising out of or connected with, or resulting from the sale and purchase of the products and parts covered by this proposal, acknowledgement, order or from the performance or breach of any contract pertaining to such sale or purchase, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any products or parts covered by this proposal, acknowledgement, order or furnished by seller shall, in no case exceed the price allocable to the products or parts thereof which give rise to the claim and shall terminate one (1) year after the shipment of said products and parts.

In no event, whether as a result of breach of contract, or warranty or alleged negligence, defects, incorrect advice or other causes, shall seller be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time costs, or claims of customers of the purchaser for such damages. Soler & Palau USA neither assumes nor authorizes any persons to assume for it any other liability in connection with the sale of its fan products and parts. Some states do not allow the exclusion or limitation of incidental or consequential damages, so all of the above limitations or exclusions may not apply to you.

SAFETY ACCESSORIES WARNING:

The responsibility for providing safety accessories for equipment supplied by Soler & Palau USA is that of the installer and user of this equipment. Soler & Palau USA sells its equipment with and without safety accessories, and accordingly it can supply such safety accessories upon receipt of order.

The user, in making its determination as to the appropriate safety accessories to be installed and any warning notices, should consider (1) the location of the installation, (2) the accessibility of employees and other persons to this equipment, (3) any adjacent equipment, (4) applicable building codes, and (5) requirements of the Federal Occupational Safety and Health Act. Users and installers of this equipment should read "RECOMMENDED SAFETY PRACTICES FOR AIR MOVING DEVICES" which is published by Air Movement and Control Association, 30 West University Drive, Arlington Heights, Illinois 60004.