

Limited Warranty

Warranty Period and Exclusions: Broan-NuTone LLC and Broan-NuTone Canada ULC (either being the “Company”) warrants to the original consumer purchaser of its product (“you”) that the product (the “Product”) will be free from material defects in the Product or its workmanship for a period of one (1) year from the date of original purchase (or such longer period as may be required by applicable law). For Range Hood Product that includes built-in LED modules, the Company warrants the LED modules and driver to be free from material defects for a period of three (3) years from the date of purchase. The limited warranty period for any replacement parts provided by the Company and for any Products repaired or replaced under this limited warranty shall be the remainder of the original warranty period (or such longer period as may be required by applicable law).

This warranty does not cover fluorescent lamp starters, tubes, halogen and incandescent bulbs, fuses, filters, ducts, roof caps, wall caps and other accessories for ducting that may be purchased separately and installed with the Product. This warranty also does not cover (a) normal maintenance and service, (b) normal wear and tear, (c) any Products or parts which have been subject to misuse, abuse, abnormal usage, negligence, accident, improper or insufficient maintenance, storage or repair (other than repair by the Company), (d) damage caused by faulty installation, or installation or use contrary to recommendations or instructions, (e) any Product that has been moved from its original point of installation, (f) damage caused by environmental or natural elements, (g) damage in transit, (h) natural wear of finish, (i) Products in commercial or nonresidential use, or (j) damage caused by fire, flood or other act of God or (k) Products with altered, defaced or removed serial numbers. This warranty covers only Products sold to original consumers in the United States and Canada by the Company or its U.S. and Canadian distributors authorized by the Company.

This warranty supersedes all prior warranties and, subject to applicable law, is not transferable from the original consumer purchaser.

No Other Warranties: This Limited Warranty contains the Company’s sole obligation and your sole remedy for defective products. The foregoing warranties are exclusive and in lieu of any other warranties and conditions, express or implied. **THE COMPANY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND CONDITIONS, AND DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** To the extent that applicable law prohibits the exclusion of implied warranties or conditions, the duration of any applicable implied warranty or condition is limited to the period specified for the express warranty above. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any oral or written description of the Product is for the sole purpose of identifying it and shall not be construed as an express warranty.

Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Limited Warranty.

Remedy: During the applicable limited warranty period, the Company will, at its option, provide replacement parts for, or repair or replace, without charge, any Product or part thereof, to the extent the Company finds it to be covered by and in breach of this limited warranty under normal use and service. The Company will ship the repaired or replaced Product or replacement parts to you at no charge. You are responsible for all costs for removal, reinstallation and shipping, insurance or other freight charges incurred in the shipment of the Product or part to the Company. If you must send the Product or part to the Company, as instructed by the Company, you must properly pack the Product or part—the Company is not responsible for damage in transit. The Company reserves the right to utilize reconditioned, refurbished, repaired or remanufactured Products or parts in the warranty repair or replacement process. Such Products and parts will be comparable in function and performance to an original Product or part and warranted for the remainder of the original warranty period (or such longer period as may be required by applicable law).

Company reserves the right, in its sole discretion, to refund the money actually paid by you for the Product in lieu of repair or replacement. If the Product or component is no longer available, replacement may be made with a similar product of equal or greater value, at Company’s sole discretion. This is your sole and exclusive remedy for breach of this limited warranty.

Exclusion of Damages: **THE COMPANY’S OBLIGATION TO PROVIDE REPLACEMENT PARTS, OR REPAIR, REPLACE OR REFUND, AT THE COMPANY’S OPTION, SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY AND THE COMPANY’S SOLE AND EXCLUSIVE OBLIGATION. THE COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, ITS USE OR PERFORMANCE.** Incidental damages include but are not limited to such damages as loss of time and loss of use. Consequential damages include but are not limited to the cost of repairing or replacing other property which was damaged if the Product does not work properly.

THE COMPANY SHALL NOT BE LIABLE TO YOU, OR TO ANYONE CLAIMING UNDER YOU, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCT OR THE COMPANY’S ACTS OR OMISSIONS OR OTHERWISE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under this warranty will not apply to the extent prohibited by applicable law.

This warranty covers only replacement or repair of defective Products or parts thereof at the Company’s main facility and does not include the cost of field service travel and living expenses.

Any assistance the Company provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty. The Company will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with the Company’s prior written permission.

How to Obtain Warranty Service: To qualify for warranty service, you must (a) notify the Company at the address or telephone number stated below within seven (7) days of discovering the covered defect, (b) give the model number and part identification and (c) describe the nature of any defect in the Product or part. At the time of requesting warranty service, you must present evidence of the original purchase date. If you cannot provide a copy of the original written limited warranty, then the terms of the Company’s most current written limited warranty for your particular product will control. The most current limited written warranties for the Company’s products can be found at www.broan.com and www.broan.ca.

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