

Warranty Document

EQ FAN



WHAT IS THE PERIOD OF COVERAGE?

The Warranty Period commences on the date the product is installed, or 15 days following shipment of the product, whichever date is earlier. To obtain warranty service, you will be required to provide documentation verifying the date the product was received and installed.

Period of Coverage:

Product	Hub & Blades	Motor, Drive, Controller, and other components	Labor	Accessories	Refurbished
EQ FAN	Lifetime ² (parts)	5 Years (Electrical) 10 years (Mechanical)	1 year ³	1 year ¹	N/A

1. The Warranty Period for accessories is 1 year for parts.
2. "Lifetime" means a period ending five years after Refresh Fans Inc. discontinues manufacturing the product, as such period is defined by Refresh Fans Inc, but in no event shall this period be less than the number of years defined above for "Motor, Drive, Controller, and Other Components" from the date that the Warranty Period commences.
3. The 1-year labor applies to non-residential installations only, and must be completed by Refresh Fans certified Installers.



WHAT IS COVERED?

This Warranty is provided by Refresh Fans Inc. of 6601 Lyons Road, Suite H-6, Coconut Creek, FL, USA, and covers any defects in materials or workmanship under normal use and maintenance that adversely affect the ability of the fan to operate properly when the product is installed correctly according to Refresh Fans Inc. installation instructions by a state qualified or licensed electrical contractor and operated pursuant to these instructions, and when such fans are purchased directly from Refresh Fans Inc. or a Refresh Fans Ins. Authorized Dealer. This Limited Warranty is subject to all provisions, conditions, limitations, and exclusions described within this document. This warranty is limited solely to products purchased directly from the Refresh Fans Inc. family of companies or from one of its authorized dealers. Under no circumstances will warranty coverage extend to products purchased through eBay, craigslist, or other internet auction or internet-based retail sites.

WHO IS COVERED?

This Warranty extends to the original purchaser and subsequent owners, but only while the fan remains at the site of the original installation unless not permanently installed (portable). This Warranty extends through the first installation of the fan and terminates if the fan is moved or reinstalled at a new location if the fan is permanently installed.

WHAT WILL REFRESH FANS DO?

1. During the Warranty Period, Refresh Fans Inc. will, at its option and cost:
 - a. Repair or replace the affected components of any defective product;
 - b. Repair or replace the defective product; or
 - c. Refund the price you paid for the product upon return of the product to Refresh Fans Inc., shipping and insurance prepaid.
2. During the first 12 months of the Warranty Period, with purchase of factory installation for a commercial installation, Refresh Fans Inc. will pay reasonable labor costs, as defined below, for repairing or replacing a defective fan or any defective components of the fan at the installation location. Alternatively, Refresh Fans Inc. may, at its option, require return of the fan to Refresh Fans Inc. for repair or replacement

REFRESH FANS INC. WILL SHIP THE REPAIRED PRODUCT OR REPLACEMENT TO YOU AT NO CHARGE; HOWEVER, YOU ARE RESPONSIBLE FOR ALL COSTS OF REMOVAL, REINSTALLATION, AND SHIPPING OF THE PRODUCT TO THE REFRESH FANS INC. SERVICE CENTER.

The foregoing constitutes your exclusive remedy and the limit of liability for Refresh Fans Inc., and for any and all losses in connection with this product.

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USA HQ: 6601 Lyons Road, Suite H-3, Coconut Creek, FL 33073

Contact: 1-888-707-8855, Fax: +1 (905) 417-5195

Email: info@refreshfans.com **Website:** www.refreshfans.com



WHAT STEPS ARE REQUIRED TO OBTAIN WARRANTY SERVICE?

1. If the fan is operating, immediately turn off the fan.
2. Contact Refresh Fans' Technical Support Department as soon after the issue is discovered as possible by:
 - a. Visiting the Refresh Fans website and submitting a contact us form; or
 - b. Calling the customer service phone number listed for your region.
3. Once the Customer Service Representative has received your warranty claim, a case will be processed. In order to process this case, please have the following information available:
 - a. Your name, address, phone number, and installation address;
 - b. Product brand name, serial number, purchase price, and verification of product installation or premises possession date;
 - c. Detailed description of the problem you have experienced.
4. If the Technical Support Representative determines that the warranty claim is valid and that a replacement part is required, the Representative will process the claim and the replacement part will be shipped to you. Included in the shipment of the replacement part will be any shipping labels and documents needed to return the original part, including a Return Materials Authorization (RMA) number.

Your receipt of the replacement part constitutes your agreement to return the failed part to Refresh Fans Inc. within 15 days of the receipt of the replacement part delivery. If Refresh Fans Inc. does not receive the original part, you will be invoiced for the retail cost of the replacement part, and you will be responsible for payment for the replacement part upon receipt of the invoice. Refresh Fans Inc. reserves all rights it retains under law to collect the retail cost of the replacement part if the original is not returned as specified above.
5. Obtaining service may involve contacting a contractor to remove, repair, or replace the fan, or to remove the fan and return it to us. The cost of labor incurred, for factory installed fans, to remove, repair, or reinstall the fans will be covered only during the first 12 months after the warranty becomes effective, and only pursuant to the terms of the definition of "Labor" detailed in this Warranty.
6. If we ask you to ship the fan back to Refresh Fans Inc. for repairs or replacement, we will prepay the shipping and insurance for factory installed fans during the first 12 months after the warranty becomes effective; however, you will have to repackage the fan in such a way that there is no damage to the fan in transit. You will be sent any return shipment documentation necessary to help you return the fan to

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Refresh Fans Inc. If we determine that no warrantable failure occurred or defect exists, we may invoice you for these shipping costs.

Please be patient while we arrange for or undertake the necessary warranty service. We will provide you with regular status updates, as well as shipment dates, if appropriate, until your fan is back in service.

CONDITIONS:

1. Refresh Fans Inc. reserves the right to make the final determination, based on its own evaluation of the fan and all its components, as to whether:
 - a. The problem in question is the result of a defect in design, workmanship, or materials, and not a result of error, misuse, or abuse on the part of the customer as set forth under the exclusions detailed in this Warranty;
 - b. Noise heard during operation is within normal operating levels, in which case this Warranty would be inapplicable. Note: Certain electrical, motor, or other operating noise may be impossible to eliminate due to the fan design and/or site conditions. Dissatisfaction with normal operating noise levels is not covered by this Warranty, and return of any fans for this reason will be subject to Refresh Fans Inc.' Return Policy.
 - c. Adverse site conditions, (including, but not limited to, excessive dust, heat, humidity, unstable electric service, or any other unknown or unforeseen condition that affects the proper operation of the products) improper application, or improper installation is determined to be the basis for the failure.
 - d. The problem or defect is material and requires action under this Warranty; and
 - e. The remedy of repair, replacement, or refund is appropriate.

2. If Refresh Fans Inc. determines, in its sole discretion, that the appropriate remedy under the Warranty is a refund, the refund amount will be limited to the price paid by the customer for the product alone, and under no circumstances will it include the cost of labor, shipping, handling, packaging, or any other incidental or consequential costs incurred or anticipated by the customer.

3. With respect to replacement or repair rendered, Refresh Fans Inc. reserves the right to use replacement parts that are refurbished. Refresh Fans Inc. warrants that the parts replaced or repaired, whether or not they have been refurbished or are original equipment, will operate properly and be free from defects in materials and workmanship for a period of 90 days from the date of shipment to the customer, or for the remainder of the original warranty period, whichever is longer.

4. A service fee, parts replacement fee, and shipping charges may be imposed if any fan is returned for warranty service that is missing components or that has been modified in any way. Such fees and

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charges will vary based upon the actual material and labor costs necessary to replace missing or modified parts and to return the fan to its original factory condition.

RETURN POLICY

Returns must be received within 90 days of shipment. The customer will be responsible for return freight charges. A restocking fee of 25% for unopened boxes and 50% for opened boxes applies to all returns.

WHAT IS NOT COVERED (EXCLUSIONS)?

This Warranty is only valid within the 50 states of the United States and the District of Columbia, and the 10 Canadian Provinces and Territories. No other written or oral warranties apply, and no employee, agent, dealer, or other person is authorized to give any warranties on behalf of Refresh Fans Inc.

ATTENTION: Under no circumstances will Refresh Fans Inc. be responsible for remedial work necessary to correct installation procedures by others that do not conform to those established by the instructions, codes, and standards described under items 2 through 3d below.

1. Units purchased from any entity other than Refresh Fans Inc. or a Refresh Fans Inc. Factory Authorized Dealer.
2. Units or components where the serial number or part number sticker has been removed or defaced.
3. Defects, malfunctions, failure or physical damage caused by unauthorized service/parts and improper installation, adverse site conditions (including, but not limited to, excessive heat, dust or humidity, unstable electric service, or any other unknown or unforeseen condition that affects the proper operation of the products), mishandling, modifications, or damage while in your possession including failure to provide reasonable and necessary maintenance, which shall include, but not be limited to:
 - a. Failure to follow the required installation procedures specified in the Refresh Fans Inc.-supplied installation manual and in all other documentation supplied with the fans and related equipment;
 - b. Failure to follow all relevant codes and ordinances including, but not limited to, any applicable electric codes or similar codes and other jurisdictional (including provinces and localities) local building codes;
 - c. Failure to follow electrical engineering industry standards regarding the approved method of installing solid-state electrical equipment having the characteristics of the fan, the fan control, and their related components, even if such standards are not specifically referenced in any instructions or literature supplied by Refresh Fans Inc.;

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- d. Failure to use properly all installation and mounting hardware supplied or approved by Refresh Fans Inc.;
 - e. Any modification or alteration of, or adjustment to the fans, fan control, and/or mounting and installation hardware and/or any disassembly of the major components of the fans and fan controls for any purpose whatsoever, including any attempt to diagnose and/or repair any problem, without prior written authorization from Refresh Fans Inc.' Technical Support Department;
 - f. Misuse, abuse, accidents, unreasonable use, or Acts of God;
 - g. Incorrect electric current, voltage, or supply;
 - h. Failure to use fan controls supplied by Refresh Fans Inc. unless:
 - i. Refresh Fans Inc.' Technical Support Department has provided written permission prior to installation; and
 - ii. The fan controls are built, operated, and maintained according to specifications provided to and approved by Refresh Fans Inc.' Technical Support Department.
 - i. Failure to perform periodic maintenance as detailed in the Refresh Fans Inc. supplied installation manual.
4. Consequential or incidental damages sustained by any person, entity, or structure as a result of any breach of these warranties, except where such damages may not be excluded by law.
5. Claims made for products that have not been paid for in full.
6. Damage caused by premises structural defects, structural movement or settlement, exposure to chemicals, salt water, acid rain or other corrosive elements, excessive humidity, and/or wind.
7. Normal changes to the finish caused by ordinary use or damage to non-factory applied finishes.
8. Damage or failure caused by subjection of the product to conditions outside its design limitations.
9. Defects reported more than 90 days from when they were discovered or should have been discovered.
10. With regard to electrical and electronic components provided by Refresh Fans Inc. that comprise part of the products, including motors, motor drives, and variable frequency drives, Refresh Fans Inc. relies on the determination by the original manufacturer as to whether the failure of such component was the result of a defect. If the manufacturer of such component determines that there was no defect and therefore refuses to cover it under warranty, Refresh Fans Inc. likewise will not warranty such item unless Refresh Fans Inc. determines that the failure of such electrical or electronic component was the result of a defect of design, workmanship, or material within some other part of the products.

DEFINITIONS

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1. "Labor" shall mean on-site technical service provided by Refresh Fans Inc. during the first year that the product is in service. At Refresh Fans Inc. sole discretion, this may be employees of Refresh Fans Inc. or qualified technicians contracted by Refresh Fans Inc. Refresh Fans Inc. will not reimburse customers or independent contractors without prior written approval from Refresh Fans Inc. Reimbursement will be limited to the Refresh Fans Inc. customer in whose building the product(s) are installed of all reasonable cost paid by the customer to an independent contractor employed to remove, dismantle, reassemble, or reinstall any of the warranted products during the first year that the product is in service. Refresh Fans Inc. may request proof of payment by the customer to the independent contractor of all the charges, and will reimburse the customer only to the extent of those charges that are determined by Refresh Fans Inc., in its sole discretion, to be reasonable and necessary under the circumstances. Under no circumstances will labor apply to:
 - a. Residential installations; and
 - b. Installations where the product has been moved subsequent to its initial installation, unless not permanently installed (portable), or where any of the other warranty exclusions apply.
2. "Operate properly" applies to mechanical, electrical, and structural functions only. No guarantee, unless and except by separate written agreement, is made regarding the dimensions or air movement generated or the appropriateness of the effectiveness of any product for its intended purpose or for the customer's particular application.

ADDITIONAL RIGHTS

The benefits given to you under this Warranty are in addition to and do not affect any other rights or remedies that you have under any law which relates to this product.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON REFRESH FANS INC.'S PART, AND REFRESH FANS INC. NEITHER

ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS. NO OTHER WARRANTY EXPRESSED OR IMPLIED, WHETHER OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OF ANY OTHER KIND, WHETHER OR NOT SIMILAR IN NATURE TO ANY PREVIOUSLY SPECIFIED, SHALL EXIST WITH RESPECT TO SUCH PRODUCTS, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY REFRESH FANS INC. AND WAIVED BY CUSTOMER. UNDER NO CIRCUMSTANCES SHALL REFRESH FANS INC. BE LIABLE FOR ANY LOSS, DAMAGE, COST OF REPAIR, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE, SALE, OR REPAIR OF ANY PRODUCTS PURCHASED FROM REFRESH FANS INC., UNLESS SUCH DAMAGES CANNOT BE EXCLUDED BY LAW.

Refresh Fans Inc. reserves the right to change this warranty at any time without advance notice.

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