



# LIMITED WARRANTY

EFFECTIVE JANUARY 1, 2023 - APPLIES TO VISIONAIR™ BRANDED FANS; HEATERS; AND HUMIDIFIERS.

For a period of one (1) year from the date of original purchase, VisionAir warrants the above-named products ("Products") against failure due to defect(s) in materials or workmanship under normal use and maintenance. This limited warranty is made to you the original purchaser ("You") and applies to new Products purchased in the U.S. or Canada by you from VisionAir or its authorized reseller. This limited warranty is not transferable and is subject to all provisions, conditions, limitations, and exclusions stated above and below.

## MAKING A CLAIM

To make a claim under this limited warranty, You must return the Product to the original merchant or store ("Original Store") where you purchased it along with proof of purchase e.g. a receipt. If Product is found defective in material or workmanship during the warranty period, and all other conditions of coverage under this warranty are met, Product will be replaced with a new or refurbished product that is the same or an equivalent model as your Product through an over-the-counter exchange.

If the Original Store does not permit over-the-counter exchanges, You will be required to return Product to VisionAir. To do so, You must contact a VisionAir representative, using the contact information provided below, to obtain a return authorization number ("RAN") and shipping instructions. VisionAir's representative may require You to furnish proof of purchase and respond to questions intended to assist with diagnosing and resolving potential issues with the Product. Please note that VisionAir will not accept delivery of your Product unless You have obtained a RAN. If Product is found defective and all other conditions of coverage under this warranty are met, VisionAir will ship You a new or refurbished product of the same or an equivalent model as your Product. If Product is found not to be defective or if any other conditions of coverage under this warranty are not met, your Product will be returned to You freight collect.

## TERMS AND CONDITIONS OF COVERAGE

This limited warranty only applies to new Products:

- purchased after January 1, 2023 from a VisionAir authorized reseller as shown by its original purchase receipt;
- used in a residential dwelling in the United States or Canada;
- operated and maintained according to the instructions and other documentation provided with the unit;
- within the applicable warranty period at the time a claim is made; and
- meeting all other conditions stated elsewhere in this limited warranty.

## This limited warranty does not cover:

- any failure of the Product caused by anything other than a defect in materials and workmanship of the Product;
- labor charges of any nature, including to inspect, service, remove or install the Product;
- packaging and shipping charges to return and replace Product, or damage to Product during shipping;
- changes in the appearance of Product that do not affect its performance, including, rust, scratches, and dents; and
- ANY CONSEQUENTIAL DAMAGE TO REAL OR PERSONAL PROPERTY OF ANY NATURE OR FROM ANY CAUSE WHATSOEVER UNLESS OTHERWISE PROHIBITED BY LAW (Some states/provinces do not allow the exclusion of consequential damages, so this limitation may not apply to you).

## This limited warranty is null and void if the unit was:

- used in an application or environment other than prescribed in the documentation provided with the Product;
- abused, disassembled, or not installed, used, or maintained according to the documentation provided with the Product;
- damaged by accident, disaster, acts of nature or any other cause other than a defect in materials or workmanship;
- modified, altered, defaced, or its serial number is removed; or
- assigned, transferred, or sold by the original purchaser.

## LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, VisionAir's maximum liability under this limited warranty shall be, in VisionAir's sole discretion, the replacement of Product. IN NO EVENT WHATSOEVER SHALL VISIONAIR HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY, INJURY TO PERSONS, LOST PROFITS, REVENUE, OR DATA, OR UNDER ANY LEGAL THEORY, EVEN IF VISIONAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental, special or consequential damages, so the above limitations or exclusions may not apply to you.

## DISCLAIMER OF UNSTATED WARRANTIES

UNLESS OTHERWISE PROHIBITED BY LAW, THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS. EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ARE LIMITED IN TIME TO THE TERM OF THIS WARRANTY.