

## **Limited Product Warranty**

Q-PAC Systems Inc. (the "Company"), for a period of five (5) years from the date of shipment on all parts integral to a Q-PAC fan array product (the "Product"), expressly warrants to the original end-use purchaser that its Product will be reasonably free of defects in materials and workmanship, and that when properly handled and assembled, will conform, within accepted tolerance, to applicable manufacturing specifications. This Limited Warranty only applies to Company's Products which are used, stored, handled, assembled and installed in the manner recommended by Company.

Company will, at its option, repair or replace a Product part with a new or remanufactured part, without charge, if the part does not perform as warranted due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. Repair or replacement during this five (5) year warranty shall include a labor allowance of no more than two (2) hours at \$60 per hour for repair or replacement of each part. Company, at its option, will not include transportation charges for returning the Product or any defective parts therein.

During the entire five (5) year warranty, Company's obligation as to repair or replacement shall further be limited to repair or replacement with the styles or models of the Product part or parts available at the time of the repair or replacement and shall be limited to the repair or replacement of only the specific Product part that fails due to a manufacturing defect. Company, at its option, may allow a credit in the amount of the then factory selling price for a new equivalent part toward the retail purchase price of a new Company part. Accordingly, Company may require, at its option, additional payment for the new Company part, if the new Company part has a higher retail purchase price than the factory selling price of the defective Product part.

Any repaired or replaced product shall also remain subject to the original five (5) year warranty from the date of the original date of shipment, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

You may obtain coverage under this Limited Warranty by providing Company with proof of original purchase or installation. For service under this Limited Warranty, you must notify Company at the designated email address below and provide your name, address, proof of purchase and installation, date of purchase, date of shipment, a description of the product involved, as well as the nature of the defect. The email must be received by Company during the five (5) year warranty period.

### **Disclaimer of Warranties**

Company's Products must be stored, handled, installed, used and maintained in accordance with the instructions placed in the Installation Guide and User Guide provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company's Installation Guide and User Guide are available from the Company at the address listed below. You may also obtain these materials by contacting Company by phone or email.

This Limited Warranty does **not** cover Product failures or defects caused by:

1. non-compliance with Company's Installation Guide or User Guide;
2. improper storage, installation, handling, use, fabrication, misapplication, physical abuse, chemical abuse, thermal abuse or temperature shock;
3. improper voltage conditions, blown fuses, open circuit breakers, or inadequate/interruption of electrical service;
4. damage resulting from non-manufacturing defects that occur while the Product is in the customer's possession;
5. installation of parts not supplied, designated or specifically approved by the Company for use with the Product, or damages resulting from installation of such parts;
6. unreasonable or unintended use of Product;
7. installation with known defects at the time of installation;
8. damage incurred during shipment; or
9. installation of Product parts with reasonably visible manufacturing defects at the time of installation, such as, but not limited to, fan blades, wire harness or bulkhead.

This Limited Warranty does not cover minor Product conditions such as, but not limited to, stains or scratches on the Product, dissatisfaction of the Product's appearance, or Products installed outside of North America.

Any information or suggestion by Company with respect to the Products concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Products for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE NON-TRANSFERABLE, NON-ASSIGNABLE, AND ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THESE PRODUCTS. **COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT PARTS, OR AT THE OPTION OF COMPANY, REPLACEMENT OF THE PURCHASED PRODUCT WITH AN EQUIVALENT PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

**Limitation of Liability**

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Product in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

**Contact Information**

Any question concerning this warranty should be addressed to:

Q-PAC Systems, Inc.

Address: 4010 Deerpark Blvd., Elkton, FL 32033

Attention: Kurt Thomas

Phone: 904-531-3140

Email: support@q-pac.com

Website address: [www.q-pac.com](http://www.q-pac.com)