

Limited Product Warranty

For a period of five (5) years from the date of shipment or date of receipt when required, Q-PAC Systems Inc. (the "Company"), expressly warrants only to the original end-use purchaser (the "customer") that the components of the Q-PAC Fan System that are solely supplied by Company to customer in connection with the Q-PAC Fan System (the "Product") will be free from defects in materials and workmanship, and that when properly handled and assembled, will conform, within accepted tolerance, to applicable manufacturing specifications. This Limited Warranty does not extend to any components included in the Q-PAC Fan System that are not solely supplied to the customer by Company. For clarification purposes, if the Company provides a Bulkhead without fans (and fans will be supplied by others to the customer), the fans supplied by others to the customer will not be covered by this Limited Warranty. In addition, if Company supplies fans and wiring without a Bulkhead (and the Bulkhead will be supplied by others to the customer), the Bulkhead supplied by others to the customer will not be covered by this Limited Warranty. No warranty is provided by Company for any products or components used with the Product that is sold or provided to customer by Company which are not manufactured or produced by Company, and any manufacturer's warranty for such products, if any, shall be assigned to the customer without recourse to Company. In addition, this Limited Warranty only applies to Company's Products which are used, stored, handled, assembled, and installed in the manner recommended by Company. Any failure to follow any Company recommendations in connection with the use, storage, handling, assembly and/or installation of the Company's Products will void this Limited Warranty and the Limited Warranty will not apply. Company is not responsible for any damage to the Product resulting from accidents, misuse, or attempted alterations by the customer or installing parties. By purchasing the Product, the customer accepts sole responsibility for the proper use, handling, shipping and storage of the Product, and assumes any and all risks for the proper care and use of the Product.

Any damage or delay which happens during or as a result of shipping is the responsibility of the shipping service. If a Product is damaged in transit to the customer, the customer must complete a claim form at the time the Product is received from the carrier. A written notice describing the goods concerned, nature of the damage, and all other related information (including pictures and copies of customer's shipping documents) must be filed with the carrier (with a copy of such written notice and accompanying documents being delivered to the Company) within five (5) days of the date of receipt of the Product from the carrier. Company is not responsible for any damage to the Product, delay in delivery of the Product or any Product lost during the shipping process.

Customer's EXCLUSIVE REMEDY, and Company's SOLE OBLIGATION under the foregoing Limited Warranty shall be, with respect to the Product, at Company's option, to 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 as determined by Company in its sole and absolute discretion within the warranty period, subject to the exclusions set forth in this Limited Warranty. Notwithstanding the foregoing, Company may, as an alternative, elect to refund an equitable portion of the purchase price of the affected Product. Items expendable in normal use ("Consumables") are not covered by the foregoing Limited Warranty. All warranty replacement or repair of parts shall be limited to Product malfunctions, which, in the sole and absolute discretion of Company, are due or traceable to defects in original material or workmanship. All replaced parts shall become the property of Company. All obligations of Company under this Limited Warranty shall cease in the event of abuse, misuse, accident, alteration, or neglect of the Product. In-warranty repaired or replacement parts are warranted only for the remaining un-expired

portion of the original warranty period applicable to the repaired or replaced parts. After the expiration of the applicable warranty period, customer shall be charged at Company's then current rates for parts, labor and transportation

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. Customer may obtain coverage under this Limited Warranty by providing Company with proof of original purchase or installation. If customer suspects a Product has a warrantable defect, please contact Company at the designated email address below within a reasonable period of time not to exceed 24 hours or one business day after discovery of such potential warrantable defect 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 support representative will provide return authorization and further directions on what to return and how this should be done. Especially important from the customer is a detailed description of the concern, together with the original invoice number, serial number, or some other reference to the original sales order. The customer is responsible to pay inbound shipping but will be reimbursed for this cost if Company (1) authorized the return, (2) authorized the method of shipment, **AND** (3) determined in Company's sole and absolute discretion that the alleged defect is warrantable in accordance with this Limited Warranty policy. It is the customer's responsibility to have the Product ready for pick-up by the carrier. In the event the product is not ready for pick up, the customer is responsible for any resulting charges. Company will assess the returned Product within two (2) weeks of receipt from customer to verify and determine that the defect is a warrantable defect. Notwithstanding the foregoing or anything else contained herein to the contrary, in the event customer does not return the Product within thirty (30) days of the date of the claim being made to Company, the customer will be invoiced by the Company at full retail cost for the Product. Any claims under this Limited Warranty 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 with the Product's appearance, or the Product being installed outside of North America.

Any information or suggestion by Company with respect to the Product 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. Customer must verify and test the suitability of any information with respect to the Product for customer's specific application. COMPANY DOES NOT WARRANT THAT THE PRODUCT OR THE FUNCTIONS PERFORMED BY THE PRODUCT WILL MEET THE REQUIREMENTS OF CUSTOMER, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

THE WARRANTIES SET FORTH HEREIN ARE NON-TRANSFERABLE, NONASSIGNABLE, 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 COMPANY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, WHICH ARE EXPRESSLY DISCLAIMED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF COMPANY, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF COMPANY. 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. STATEMENTS MADE BY ANY PERSON, INCLUDING REPRESENTATIVES OF COMPANY, WHICH ARE INCONSISTENT OR IN CONFLICT WITH THE TERMS OF THIS

LIMITED WARRANTY SHALL NOT BE BINDING UPON COMPANY UNLESS REDUCED TO WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF COMPANY.

Limitation of Liability

Company's aggregate liability to customer, buyer/owner of any kind, in damages or otherwise, including but not limited to claims for indemnification, shall not exceed the purchase price of the Product in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO A CUSTOMER OR BUYER/OWNER OR ANY OF THEIR RESPECTIVE AFFILIATES IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY COSTS, LIABILITIES OR 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 PERFORMANCE OF ANY OBLIGATIONS HEREUNDER OR OTHERWISE RELATED HERETO, INCLUDING (WITHOUT LIMITATION) LACK OF FUNCTIONALITY, NON-DELIVERIES, MIS-DELIVERIES, SERVICE INTERRUPTIONS, 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. No action, regardless of form, arising out of, or in any way connected with the Products furnished by Company may be brought by customer or buyer/owner more than one (1) year after the date on which the cause of action or claim accrued.

Contact Information

Any question concerning this warranty should be addressed to:

Q-PAC Systems, Inc.
Address: 4010 Deerpark Blvd., Elkton, FL 32033
Attention: Warranty Department
Phone: 904-531-3140
Email: support@q-pac.com
Website address: www.q-pac.com