

LIMITATION OF WARRANTY & LIABILITY

Three Year Limited Warranty

The Aisle-Air fans are of industrial grade construction and should provide many years of virtually maintenance-free use.

Envira-North warrants that this Product will under normal use and service as specified by Envira-North, operate properly and be free of defects in materials and workmanship for a period of three years from the date of purchase by customer. The term “operate properly” in this context applies to mechanical, electrical and structural functions only. No guarantee, unless and except by separate written agreement, is made regarding dimensions of air movement generated or the effectiveness of this Product for its intended purpose.

Labour Warranty will cover all reasonable costs paid by the customer to an independent contractor (including dealers) to remove, dismantle, reassemble or reinstall any of the warranted Products during the first year that the Product is in service. All costs must be pre-approved by Envira-North prior to the work commencing. All receipts are to be submitted to Envira-North which will be paid upon completion of the installation of the Product and after the return of the failed unit. Envira-North will only issue a credit/cheque to the customer/ dealer and will not be held responsible for paying the independent contractor.

WARRANTY EXCLUSIONS

Please note that the following may or could void any or all of the above listed Warranties.

- Please note that the following may or could void any or all of the above listed Warranties.
- Not following required installation procedures as in installation guide and all other documentation supplied with the fans and related equipment, supplied by manufacturers of individual fan and control components.
- Not following all relevant codes and ordinances, not limited to National Electrical Code, provincial or state and local building codes.
- Not following electrical engineering industry standards regarding approved method of installing solid-state electrical equipment having characteristics of fans and all components included in this product.
- Any modification to installation, product and or controls without written authorization from Envira-North, even if attempting to diagnose and or repair a problem.
- Misuse, abuse, accidents, unreasonable use or Acts of God.
- Incorrect electrical current, voltage or supply.
- Running fans at higher than recommended speeds.
- Re-setting parameters of any control without prior approval from Envira-North.
- Failure to use all installation and mounting hardware supplied by Envira-North.
- Failure to perform periodic maintenance as detailed in the Envira-North installation guide.

Envira-North reserves the right to make the final determination, based on its own evaluation of the components as to whether:

- The problem in question is the result of a defect in design, workmanship or materials and not the result of error, misuse or abuse on the part of the customer as stated above.
- Whether the problem or defect is material and requires action under this Warranty.
- Whether the remedy of repair or replacement is appropriate.

Envira-North will not be responsible for remedial work necessary to correct installation procedures that do not conform to those established by the instructions, codes and standards, regardless of when the installation occurred.

With regard to electrical and electronic components provided by Envira-North that comprise part of the Products, including motors, motor drives and HMI's, Envira-North 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, Envira-North likewise will not warranty such item unless Envira-North 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.

WARRANTY DURATION

With respect to replacement or repair rendered, Envira-North warrants that the parts replaced or repaired will operate properly and be free from defects in materials and workmanship for a period of 90 days from the shipment date of the replacement products to the customer, or for the remainder of the original Warranty period, whichever is longer.

WARRANTY CLAIM INSTRUCTIONS

1. Contact your original dealer/salesman of the purchase when you first notice problem with the Product.
2. It will be the responsibility of the dealer or salesman to assist the customer in determining what Product is causing the problem.
3. If they cannot diagnose the problem, they are to contact Envira-North with all the necessary information.
4. The appropriate department will then be in contact with the customer to determine the cause of the problem.
5. Once diagnosed, submit a Purchase Order for a replacement component complete with price.
6. Replacement component will be shipped out upon receipt of the PO. This PO allows for an order to be established in the Envira-North System.
7. Once the units have been changed over, submit all pre-approved costs to Envira-North for payment.
8. No credits or cheques will be issued until all original products are received back at Envira-North or unless Envira-North directs otherwise.