

### **THREE YEAR LIMITED WARRANTY**

Jazz Fans should provide many years of virtually maintenance-free use. Warranty duration is as follows:

a)	Blades	3 year Limited Warranty
b)	Mount	3 year Limited Warranty
c)	Motor	3 year Limited Warranty
d)	Driver	3 year Limited Warranty
e)	HMI Control Panel	3 year Limited Warranty
f)	Labour	1 year Limited Warranty
g)	Fan Wraps/Paint	1 year Limited Warranty

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 pre-approved 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.

- 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.
- 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 variable frequency drives, 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. All items being returned for warranty consideration will be required to arrive at 139 Sparling Street, Seaforth, Ontario, Canada, N0K1W0, no later than 45 days from the date your RGA (Return Goods Authorization) is issued. If the goods do not arrive back to us within that period, the warranty coverage will be declined. Exceptions may be granted but will require written approval from Envira-North Management prior to the 45-day period expiring.
9. No credits or cheques will be issued until all original products are received back at Envira-North or unless Envira-North directs otherwise.

## **FIFTEEN YEAR SERVICE LIFE PRORATED WARRANTY**

**WARRANTOR:** The warrantor for the limited warranties set forth herein is Envira-North Systems Ltd (“Company”).

**LIMITED WARRANTY:** This prorated limited warranty (this “Warranty”) applies only to the original End-User (the “End-User”) of any Envira-North Systems’ Jazz Fan(s) (Individually and collectively, the “Product”) and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by Company for resale to End-User. This Warranty applies to USA and Canada purchases only. Outside USA and Canada; standard Three-Year Warranty applies.

**WHAT THIS WARRANTY COVERS:** In addition to the standard Three-Year Limited Warranty covering all other components, the Warrantor warrants that the Product will have a service life (defined below) of Fifteen Years from the date of purchase (the “Fifteen Year Service Life”) when used in accordance with the operation and maintenance procedures prescribed in the Envira-North Systems Installation Manuals.

If Company finds, in its sole discretion, that any Product has not provided the Fifteen-Year Service Life, Company will, as its sole obligation and the End-User’s sole remedy for Company’s breach of this Warranty, repair or replace the Product, at its option, F.O.B Company’s factory, for a charge, payable to Company prorated on the following basis:

The End-User will be allowed a credit against Company’s list price of equivalent equipment at the time of return of the Product to Company, in proportion to the percentage of Fifteen-Year Service Life remaining at the time of return of the Product to the Company. The End-User will assume responsibility to pay the balance of the list price; and Company reserves the right to require payment prior to delivery of the repaired or replacement equipment.

For the avoidance of doubt, Company's responsibilities under this Warranty are as follows:

**YEAR 1-3** - Product repaired or replaced pursuant to terms if Limited Warranty applies

**YEAR 4-15** - Unit Credit (\$) =

$$\text{Current List Price X } \frac{\text{Years of Unexpired Life}}{15 \text{ Years of Warranted Life}}$$

#### **WHAT THIS WARRANTY DOES NOT COVER:**

Any defects or damages caused by:

- Failure to properly store the Product before installation.
- Shipping and delivery of the Product if shipping is FOB Factory.
- Neglect, accident, abuse, misuse, misapplication, or incorrect installation.
- Repair or alteration not authorized in writing by Company personnel.
- Improper testing, operation, maintenance, adjustment or modification of kind not authorized in writing by Company personnel.
- Use of the Product in other than normal operating conditions or in a manner inconsistent with the Product's label or Instructions.
- Controls and/or any other external electronic controlling devices.
- Exclusions listed in the standard Three-Year Limited Warranty.
- Any products or components purchased prior to effective date of this Warranty.

#### **THIS WARRANTY IS NOT VALID:**

- Unless the End-User returns to Company the Warranty

Registration Form within thirty (30) days of purchase;

OR

- If the Product's serial numbers have been removed or are illegible;
- OR
- If any warranted items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. Company shall not be responsible for any charges for testing, checking, removal or installation of warranted items unless authorized in writing by Company personnel;
- OR
- If failed to submit records at time of performing Recommended Maintenance Schedule, minimum every 18 months

**LIMITATION OF LIABILITY:** The remedies of the End-User set forth herein are exclusive and are the sole remedies for any failure of Company to comply with its obligations hereunder. In no event shall Company be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, cost of capital, claims of customers of the End-User or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Company hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based. Company shall not be responsible for failure to provide service or parts due to causes beyond Company's reasonable control.

**END-USER'S OBLIGATIONS:** In order to receive the benefits of this Warranty, the End-User must use the Product in a normal way; follow the Product's Installation Manuals; and protect against further damage to the Product if there is a covered defect. Submit records at time of performing Recommended Maintenance

Schedule, minimum every 18 months.

**OTHER LIMITATIONS:** Company's obligations under this Warranty are expressly conditioned upon receipt by Company of all payments due to it, including all applicable interest charges. During such time as Company has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, Company shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

**COSTS NOT RELATED TO WARRANTY:** The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of Company representatives outside the terms of this Warranty will be borne by the End-User.

**OBTAIN WARRANTY SERVICE:** Call Envira-North Systems Ltd., Service 1-866-771-7766 or 1-519-527-2198. Company will not accept any product for return, credit or exchange unless expressly authorized by Company in writing and delivered FOB Company factory with proper Return Authorization Number attached to the product.