

## AIRENTERPRISES

*Quality...not compromises*

### LIMITED WARRANTY

All equipment manufactured by Seller includes a limited warranty against manufacturing defects in materials for a period of one (1) year after date of initial operation or eighteen (18) months after date of shipment, whichever date occurs first.

In addition, the air handler's panel casing and structural base shall include an extended forty (40) year warranty against structural failure due to corrosion under normal use. Air Enterprises reserves the right to provide either replacement parts or provide materials for repair at the jobsite at Air Enterprises' sole discretion. The warranty covers material only. All repair labor is provided by others without recourse against or right of contribution from Seller.

Should such a defect occur within the specified warranty period, and it is clearly shown that such defect was not caused in whole or in part by lack of maintenance, misuse or abuse of Purchaser in handling, operating or maintaining the equipment, installation of equipment by anyone other than Seller, failure to exercise due care in the protection of equipment during periods of idleness or storage, or for any other reason not directly related to manufacture, then Seller will, at its option, repair or replace such defective parts F.O.B. Seller's factory. All freight charges shall be borne by the Purchaser.

Seller reserves the right to inspect all allegedly defective materials and/or equipment. Seller will not be responsible for any design defects or other performance deficiencies contained in plans and specifications provided by the Purchaser or third parties.

Only the Purchaser, and other entities listed by Seller on the face of this Warranty, shall have rights under this Warranty. All component items not manufactured by Seller included in the air handler are subject only to the terms and conditions of the original manufacturer's warranty, if any. Seller shall have no warranty obligation for component items.

For projects where Seller has installed the products, Seller warrants its workmanship and labor, for a period not to exceed one year from the date of Seller's substantial completion of its installation. The date of substantial completion shall be as determined by Seller in its sole discretion. Any damage caused by others or resulting from improper maintenance, abuse or neglect is excluded.

**SELLER SPECIFICALLY MAKES NO OTHER WARRANTY AND SELLER EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SELLER NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT, ANY WARRANTY NOT SPECIFICALLY PROVIDED HEREIN. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.**

