

MacroAir Warranty

MacroAir warrants the Products listed in the table below will be free from defects in materials and workmanship under normal use and maintenance for the applicable Warranty Period. Other than the Warranty set forth in this document, no other written or oral warranties apply, and no employee, agent, dealer, or other person is authorized to give any other warranties on behalf of MacroAir.

START DATE OF WARRANTY COVERAGE

Warranty Period for X Series and AVD fans with 50,000 operating hours covers the Motor, Electrical Controls, and Remote for 50,000 hours of run time. For all other fans, the Warranty Period begins fifteen (15) days following shipment of the Product, or on the date the Product is installed (not to exceed sixty (60) days Customer receives the Product), whichever date is later. Customer should retain necessary documentation to verify the date of receipt and installation of the Product. Customer will be required to produce this documentation in order to obtain Warranty services from MacroAir. The Warranty specified herein applies only to Products purchased on or after October 31, 2019.

PRODUCTS AND SYSTEMS COVERED BY THIS WARRANTY AND APPLICABLE WARRANTY PERIODS:

Fan Type	Mechanical: Blades, Hub & Frame	Standard Electrical ¹ : Motor, Electrical Controls, Remote	Labor
X Series	Lifetime	50,000 Operating Hours	1 Year
Y Series	Lifetime	7 Years	1 Year
Z Series	Lifetime	5 Years	1 Year
AirVolution-D 780	Lifetime	50,000 Operating Hours	1 Year
AirVolution-D 550	Lifetime	50,000 Operating Hours	1 Year
AirVolution-D3	Lifetime	50,000 Operating Hours	1 Year
AirVolution-D 370	Lifetime	50,000 Operating Hours	1 Year

WARRANTY COVERAGE:

Subject to the exclusions herein, the MacroAir Warranty covers any defects in workmanship or materials of the covered Products under normal operation and prescribed maintenance when those defects adversely affect the ability of the Product to operate properly.² The Warranty only covers Products which have been installed in compliance with MacroAir's written installation instructions by a MacroAir approved installation technician or licensed electrical contractor and operated and maintained by the Customer in conformity with MacroAir's written instructions, and when the Product is purchased directly from MacroAir or a MacroAir Authorized Dealer.

This Warranty is subject to all provisions, conditions, limitations, and exclusions explained in this Warranty document.

WHO MAY USE THIS WARRANTY?

This MacroAir Warranty may be used by the original purchaser of the Product and any subsequent owners, provided the fan has not been moved from its original installation location. The MacroAir Warranty is void once the Product is removed from its original installation location. This MacroAir Warranty is valid only within the fifty states of the United States, the District of Columbia, and all ten Canadian Provinces and Territories.

MacroAir will not, under any circumstances, provide Warranty coverage for a Product purchased from any reseller or internet site not approved by MacroAir.

¹"Standard Electrical" means any common electrical component that is utilized across more than one fan line will assume the higher warranty period.

²"Operate properly" applies only to mechanical, electrical, and structural systems of the Product.

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WHAT HAPPENS WHEN I MAKE A WARRANTY CLAIM?

During the Warranty Period, MacroAir will, at its sole discretion and cost (as limited by this Warranty):

- Repair or replace parts of the Product, as necessary, to return the Product to proper operation;
- Repair or replace the entire Product; or
- Refund the price you paid for the Product upon return of the Product to MacroAir. (You must pay shipping and insurance.)

REPAIR, REPLACEMENT, OR REFUND ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THE MACROAIR WARRANTY. MACROAIR IS NOT RESPONSIBLE FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES.

For Products that qualify for extended labor, MacroAir will pay reasonable labor³ costs incurred to repair or replace defective parts or a defective Product at the original installation location. In the alternative and in its sole discretion, MacroAir may require you to return of the Product to MacroAir for repair or replacement.

MacroAir will ship the repaired Product or replacement Product to you at no charge; however, you are responsible for all costs of removal, reinstallation, and shipping of the Product to the MacroAir service center located at 794 South Allen Street, San Bernardino, CA 92408. If local laws require a certified electrician to reinstall the Product, MacroAir will reimburse the costs incurred to ship the Product to the MacroAir service center.

OBTAINING WARRANTY SERVICE:

Discovering a defect. If the Product is malfunctioning, turn it off immediately. Do not restart it until it has been examined by a MacroAir technician.

As soon as possible, contact MacroAir' Technical Support by visiting the MacroAir website and starting a technical support case at <https://macroairfans.com/support> or by calling the Technical Support phone number: (866) 668-3247

Provide information. Once you have initiated your technical support case, MacroAir will process it under the Warranty terms. A MacroAir representative will contact you and ask you to provide: Your contact information, including the installation address of the Product; the Product's brand name, serial number, purchase price, and verification of date of Product installation or, if you are not the original owner of the Product, the date you came into possession of the installation location; and a detailed description of the Product's problem.

Response from MacroAir. If MacroAir determines you have a valid Warranty claim, MacroAir will process your claim and respond appropriately. If the response requires shipment of a replacement part, MacroAir will provide you with any shipping labels and documents needed to return the original defective part, including a Return Materials Authorization (RMA) number.

When you accept delivery of a replacement part, you are also agreeing to return the defective part to MacroAir within fifteen (15) days of the date the replacement part was delivered to you. If you fail to return the original part, MacroAir will invoice you for the retail cost of the replacement part which must be paid immediately upon receipt of the invoice. MacroAir reserves all legal and equitable rights to collect payment for the replacement part if you fail to comply with these terms.

³ "Labor" means on-site technical service of the Product provided by MacroAir during applicable Warranty coverage time. At MacroAir's sole discretion, the person(s) providing this on-site service may be employees of MacroAir or qualified technicians contracted by MacroAir. MacroAir will not reimburse Customers or independent contractors for Product service performed without prior written approval from MacroAir. MacroAir will reimburse the Customer in whose building the Product is installed, with such reimbursement limited to the reasonable cost paid by the Customer to an independent contractor hired to remove, dismantle, reassemble, or reinstall any of the Products under the Warranty during the applicable coverage period. MacroAir may request proof of payment by the Customer to the independent contractor of all service charges, and will reimburse the Customer only for those charges MacroAir, in its sole discretion, determines to be reasonable and necessary under the circumstances and inclusive of the cost of any lift or other equipment needed to service the Product.

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Site visit or Product return. Depending on the issue your Product is experiencing, it may be necessary to have a MacroAir certified technician contact you to remove, repair, or replace the Product. For Products that qualify for extended labor, MacroAir will pay reasonable labor costs incurred to repair or replace defective parts or a defect Product at the installation location. Alternatively, MacroAir may, in its sole discretion, require you to return of the entire Product to MacroAir for repair or replacement. Should MacroAir ask you to ship the entire Product back to MacroAir for repairs or replacement, MacroAir will prepay the shipping and insurance for factory-installed Products for the first 365 days after the commencement of the Warranty Period.

WARRANTY CONDITIONS

—MacroAir reserves full, sole, and complete discretion to determine, based on its own evaluation and testing of the Product and its components, whether the problem reported by the Customer is a defect covered under the Warranty. (Non-covered problems are listed in the Exclusions section below.);

—If MacroAir determines, in its full, sole, and complete discretion, that the appropriate remedy under the Warranty is a refund, the refund amount will be limited to the price paid by the Customer for the Product, and under no circumstances will it include any other costs incurred or anticipated by the Customer, including labor, shipping, packaging, and other costs.

—If MacroAir determines, in its full, sole, and complete discretion, that a part or parts within the Product must be replaced or repaired, MacroAir may choose to use refurbished replacement parts.

—MacroAir warrants any replacement parts, whether refurbished or new, will operate properly and be free from defects in materials and workmanship for a period of ninety (90) days from the date the replacement parts are shipped to you, or for the remainder of the original warranty period, whichever is longer.

—If you return a Product to MacroAir for Warranty service and it has been modified in any way or if it is missing any parts, MacroAir reserves the right, in its full, sole, and complete discretion, to require you to pay one or more of the following: a service fee, parts replacement fee, and shipping fee. The amount of the fee(s) will be based on materials and labor costs necessary to return the Product to its original factory condition.

—The MacroAir Warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state.

—MacroAir reserves the right to change this Warranty and its terms at any time without advance notice. You can view the most current version of this Warranty on the MacroAir website at macroairfans.com/warranty.

WHAT IS EXCLUDED FROM THIS WARRANTY?

1. Parts and Labor necessary to correct improper Product installation by someone other than MacroAir. Improper installation includes, but is not limited to:
 - Failure to follow MacroAir-supplied installation instructions and any other installation-related instructions supplied with the Product and related equipment;
 - Failure to follow all applicable codes and ordinances including, but not limited to, electric codes and local building codes;
 - Failure to follow electrical engineering industry standards for installation of electrical equipment similar to the Product and its related components, even if such standards are not expressly referenced in any MacroAir instructions or; and
 - Improper use of or failure to use installation and mounting hardware supplied or approved by MacroAir
2. Product failures arising from adverse site conditions, including, but not limited to, excessive dust, heat, and humidity; exposure to chemicals, salt water, acid rain or other corrosive elements, excessive humidity, snow, sleet, and/or wind; unstable electric service, lack of phase protection, or any other unknown or unforeseen condition that affects the proper operation of the products).

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3. Products purchased from someone other than MacroAir or a MacroAir Factory Authorized Dealer.
4. Products or components with missing or defaced serial numbers or part number stickers.
5. Normal operational noise or complaints or dissatisfaction with operational noise levels. The warranted Products produce some noise while operating within normal levels, which levels may vary due to the Product design and/or site conditions. A Product returned by a Customer because of noise concerns will be subject to MacroAir's Standard Return Policy.
6. Defects, malfunctions, failure or physical damage caused by unauthorized service, use of unauthorized parts, and/or improper installation.
7. Customer mishandling, modifications, or damage to the Product while in Customer possession, which includes, but is not limited to:
 - Any modification or alteration of, or adjustment to the Product;
 - Any modification or alteration of, or adjustment to the Product's control components, or mounting and installation hardware;
 - Disassembly of the Product and Product controls, including any attempt to diagnose or repair any problem, without prior written authorization from MacroAir's Technical Support Department;
 - Misuse, abuse, accidents, unreasonable use, or Acts of God;
 - Incorrect electric current, voltage, phase protection, or supply;
 - Failure to use the Product controls supplied by MacroAir unless the Customer has received pre-installation written permission from MacroAir and the controls are built, operated, and maintained according to specifications provided to and approved by MacroAir.
8. Failure to provide reasonable and necessary maintenance, which shall include, but not be limited to failure to perform periodic prescribed Product maintenance as detailed on the MacroAir website.
9. Consequential⁴ or incidental⁵ damages sustained by any person, entity, or structure and arising from any breach by Customer of any provision of this Warranty, except where such damages are not excludable by law.
10. Claims made for Products that have not been paid for in full.
11. Damage caused to the Product by structural defects, structural movement or settlement of the premises in which the Product is installed.
12. Normal changes to the Product's exterior finish caused by ordinary use.
13. Damage to any finish applied by someone other than MacroAir.
14. Damage or failure caused by use of the Product in conditions or environments outside its design limitations as specified in the Product's Owner's Manual.
15. Untimely reporting of defects. A report of a defect is untimely where Customer reports the defect to MacroAir more than ninety (90) days from when the defect was or should have been discovered.

⁴"Consequential damages" include but are not limited to the cost of repairing or replacing other property which was damaged if this product does not work properly.

⁵"Incidental damages" include but are not limited to such damages as loss of time and loss of use.

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16. When MacroAir evaluates electrical and electronic components of a Product in response to a Warranty claim, MacroAir will rely on the original manufacturer to determine whether the failure of the component was the result of a defect. Where the manufacturer of the component determines there was no defect and refuses to cover it under its own warranty, MacroAir will not provide Warranty service, repair, or replacement of the component unless MacroAir determines the failure of the component was the result of a defect of design, workmanship, or material within some other part of the Product.
17. Untimely reporting of defects. A report of a defect is untimely where Customer reports the defect to MacroAir more than ninety (90) days from when the defect was or should have been discovered.
18. When MacroAir evaluates electrical and electronic components of a Product in response to a Warranty claim, MacroAir will rely on the original manufacturer to determine whether the failure of the component was the result of a defect. Where the manufacturer of the component determines there was no defect and refuses to cover it under its own warranty, MacroAir will not provide Warranty service, repair, or replacement of the component unless MacroAir determines the failure of the component was the result of a defect of design, workmanship, or material within some other part of the Product.
19. No warranty or guarantee, unless and except by separate written agreement, is made regarding the volume of air movement generated by any Product or the effectiveness, fitness, or appropriateness of any Product for its intended purpose or for the Customer's particular application.
20. MacroAir will not reimburse Labor costs related to residential installations; installations to where a Product has been relocated after its original installation; or where any of the other Warranty Exclusion applies.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON MACROAIR'S PART, AND MACROAIR NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS COVERED BY THIS WARRANTY. NO OTHER WARRANTY EXPRESSED OR IMPLIED, WHETHER OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OF ANY OTHER KIND, WHETHER OR NOT SIMILAR IN NATURE TO ANY PREVIOUSLY SPECIFIED, SHALL EXIST WITH RESPECT TO SUCH PRODUCTS, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY MACROAIR AND WAIVED BY YOU, THE CUSTOMER. IN NO EVENT SHALL MACROAIR BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCTS, UNLESS SUCH DAMAGES CANNOT BE EXCLUDED BY LAW.