ENERGY RECOVERY CASSETTE LIMITED WARRANTY

GENERAL WARRANTY STATEMENT

We warrant all Airxchange products to be free from defects in material and workmanship under normal use and service. Our obligation shall be limited to repairing or supplying a replacement for the defective part, assembly or portion thereof, which our inspection shall show to be defective, when returned to our factory, transportation paid.

PERIOD OF COVERAGE

The above warranty applies for a period of five (5) years from date of manufacture to all parts and components in Airxchange Energy Recovery Cassettes with the exception of the motor, which is warranted for a period of eighteen (18) months.

GENERAL CONDITIONS

This warranty does not cover the cost of labor for any adjustments or service calls, nor does it include the cost of labor for replacing defective parts or components. This warranty does not apply if the Airxchange product or any part thereof has been subjected to misuse, abuse, neglect, accident or alteration. This warranty applies only to Airxchange products installed within the boundaries of the Continental United States, Canada and Hawaii, and only applies to parts supplied or designated by Airxchange.

THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. AIRXCHANGE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, COMMERCIAL PROFITS, OR CUSTOMER GOODWILL, AND ANY OTHER CLAIMS BASED ON CONTRACT OR TORT, WHETHER OR NOT ARISING FROM AIRXCHANGE'S NEGLIGENCE.