

ABOVEAIR TECHNOLOGIES, LLC
CERTIFICATE OF LIMITED WARRANTY/LIMITATION OF REMEDIES AND LIABILITY

DISCLAIMER: It is expressly understood that unless a statement is specifically identified as a warranty, statements made by Company or its representatives, relating to Company's Products, whether oral, written or contained in any sales literature, catalog or any other agreement, are not express warranties and do not form a part of the basis of the bargain, but are merely Company's opinion or commendation of Company's Products. **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE IS NO EXPRESS WARRANTY AS TO ANY OF COMPANY'S PRODUCTS. COMPANY MAKES NO WARRANTY AGAINST LATENT DEFECTS. COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OF THE PRODUCTS OR OF THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE.**

GRANT OF LIMITED EXPRESS WARRANTY: Unless otherwise agreed in a writing that is signed by Company, Company warrants Company's Products and services to be free from defects in material and workmanship under normal use and maintenance only as follows:

- (1) In connection with any complete air conditioning, ventilation, heating and/or heat pump units built or sold by Company for the shorter of twelve (12) months from startup or 18 months from shipment of the Product by Company.
- (2) In connection with any repair and replacement parts, which are not supplied under warranty, for ninety (90) days from date of shipment (from factory); and.
- (3) In connection with any services (including installation service that Company may provide, if any) for sixty (60) days from the performance of each item of service.

No Product or any portion thereof shall be returned without prior written authorization from Company. To make a claim under this Limited Warranty, all parts must be returned to Company's Facility, freight prepaid, no later than thirty (30) days after the date of the failure of the part, if the return of the part is required by Company, or the claim will be subject to rejection or, at Company's sole discretion, Company or its agent may inspect the Product or workmanship on Customer's premises. Once Company determines the part to be defective and within Company's Limited Express Warranty, Company shall, when such part has been either replaced or repaired, return such to a factory recognized dealer, contractor or service organization, Ex Works, Company's Facility, freight prepaid, unless otherwise agreed by Company, in its sole and absolute discretion. The warranty on any parts or services repaired or replaced under warranty expires at the end of the original warranty period. No attempt to repair and/or improve the Products and/or any parts or components thereof by any of Company's representatives shall change or extend this Limited Warranty. Extended parts warranties and/or labor warranties may be available for certain products for an additional charge.

This warranty does not cover and does not apply to: (1) Air filters, fuses, refrigerant, fluids, oil, belts or pulleys; (2) Products relocated after initial installation; (3) Any portion or component of any system that is not supplied by Company, regardless of the cause of the failure of such portion or component; (4) Products on which the unit identification tags or labels have been removed or defaced; (5) Products or services on which payment to Company is or has been in default; (6) Products which have defects or damage which result from improper or inadequate installation by others, maintenance, wiring or voltage conditions, electrical imbalance characteristics or repair; or are caused by accident, misuse or abuse, fire, flood, alteration or misapplication of the Product or Products installed in violation of applicable building codes or regulations; (7) Products or services which have defects or damage which result from a contaminated or corrosive air or liquid supply, operation at abnormal temperatures, or unauthorized opening of refrigerant circuit; (8) Mold, fungus or bacteria damages; (9) Products or services subjected to corrosion or abrasion; (10) Products or services manufactured or supplied by others; (11) Products or services which have been subjected to misuse, negligence or accidents; (12) Products or services which have been operated in a manner contrary to Company's printed instructions; (13) Products or services which have defects, damage or insufficient performance as a result of insufficient or incorrect system design or the improper application of Company's Products or failure to perform reasonable maintenance of the Product or service; (14) Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever; (15) Products or services altered, disassembled or repaired by anyone other than Company personnel or persons so designated in writing by Company prior to the commencement of said work; (16) Damages due to deterioration during periods of storage by the Buyer prior to installation and operation; (17) ordinary wear and tear; or (18) any other matter, activity and/or passage of time causing a defect which are beyond the reasonable control of Company.

Company is not responsible for:

- (1) The costs of any fluids, refrigerant or other system components, or associated labor to repair or replace the same, which is incurred as a result of a defective part covered by Company's Limited Express Warranty;
- (2) The costs of labor, refrigerant, materials or service incurred in removal of the defective part, or in obtaining and replacing the new or repaired part;
- (3) Transportation costs of the defective part from the installation site to Company or of the return of any part not covered by Company's Limited Express Warranty; or
- (4) The costs of installation of replacement parts by others or the costs of normal maintenance.

Limitation: This Limited Express Warranty is given in lieu of all other warranties. If, notwithstanding the disclaimers contained herein, it is determined that other warranties exist, any such warranties, including without limitation any express warranties or any implied warranties of fitness for particular purpose and merchantability, shall be limited to the duration of the Limited Express Warranty.

OBTAINING WARRANTY PERFORMANCE

Normally, the dealer or service organization who installed the Products will provide warranty performance for the owner. Should the installer be unavailable, contact any Company recognized dealer, contractor or service organization. If assistance is required in obtaining warranty performance, write or call the Company at the Company Facility.

NOTE: Some states or Canadian provinces do not allow limitations on how long an implied warranty lasts, or the limitation or exclusion of consequential or incidental damages, so the foregoing exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state and from Canadian province to Canadian province. Please refer to the Company Installation, Operation and Maintenance Manual for operating and maintenance instructions.

FORCE MAJEURE: Company shall have no liability or other obligation for any damages if Company's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited to: any war, civil unrest, government restrictions or restraints, strikes or work stoppages, fire, flood, accident, epidemic, riot, power failure, embargoes, boycotts, shortages of transportation, fuel, material, or labor, acts of God, governmental authority or public enemy or any other reason beyond the sole control of Company. In the event of such delay or failure, the Order shall not terminate, but the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay; provided, however, if the delay or failure continues for sixty (60) days, Company may terminate the Order. Any shipping date stated by Company is Company's best estimate, but Company makes no guarantee of shipment by any such date and shall have no liability or other obligation for failure to ship on such date, regardless of cause. No Force Majeure event shall excuse the timely payment of money under this order.

LIMITATION OF REMEDIES: In the event of a breach of the Limited Express Warranty, Company will only be obligated at Company's option to repair the failed part or unit or to furnish a new or rebuilt part or unit in exchange for the part or unit which has failed. If after written notice to Company's Facility of each defect, malfunction or other failure and a reasonable number of attempts by Company to correct the defect, malfunction or other failure and the remedy fails of its essential purpose, Company shall refund the purchase price paid to Company in exchange for the return of the sold Product(s). Said refund shall be the maximum liability of Company. The statute of limitations on any claim of the Buyer against the Company shall be one (1) year from the date the cause of action accrues. **THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER OR THEIR PURCHASER AGAINST COMPANY FOR BREACH OF CONTRACT, FOR THE BREACH OF ANY WARRANTY OR FOR COMPANY'S NEGLIGENCE OR IN STRICT LIABILITY.**

LIMITATION OF LIABILITY: COMPANY EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT, OR ANY OTHER SIMILAR DAMAGE CREATED BY, ARISING OUT OF, OR RESULTING FROM BREACH OF CONTRACT, FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR COMPANY'S NEGLIGENCE OR AS STRICT LIABILITY, OR FOR ANY OTHER THEORY, EVEN IF COMPANY OR ITS REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE ORDER AND THESE TERMS EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE PRODUCTS SOLD HEREUNDER.