

# Warranty

No Aria wholesaler, distributor, retailer, dealer, reseller, agent or employee is authorized to make any modification, extension, or addition to this Warranty or any of its terms.

## Limited Warranty

Aria Vent Inc. (“Aria”) manufactured products (“**Products**”) are warranted to be free from defects in materials and workmanship under normal service and use for which they were designed (“**Defect**”) for a period of one (1) year from the date of the original retail purchase. (the “**Warranty Period**”).

## Making a Warranty Claim

If you notice what you believe to be a Product Defect, it is important for you to act promptly and notify the Aria support team directly at **SUPPORT@ARIAVENT.COM**. When you notify the Aria support team, please provide proof of the date of original retail purchase, for example, a purchase receipt or credit card statement.,

## What Aria Will Do When a Warranty Claim is Made

If notice of a Defect is received within the Warranty Period, Aria will take the steps described below.

After receiving notice of a claim of Product Defect, Aria may arrange an inspection of the Product by Aria or an authorized Aria dealer. Aria will have no obligations under this Warranty if: i) an inspection of the Product is not permitted; or ii) Aria determines, after inspecting the Product, that it does not meet the requirements of this Warranty.

If a Defect is determined to exist, Aria will repair or (at Aria’s option) replace the Product with an Aria Product of the same or similar color, design, style and quality, at no expense. If identical Product materials

are not available at the time of repair or replacement, Aria reserves the right to substitute materials of equal quality.

The repair or replacement of the Aria Product under this Warranty does not extend the duration of the Warranty Period or begin a new Warranty Period.

### **Warranty Limitations**

Any of the following circumstances will reduce or exclude Aria's responsibilities and liabilities under this Warranty:

#### ***Original Purchaser***

This Warranty extends only to the Original Purchaser of an Aria Product. "Original Purchaser" means the first purchaser who pays for the Product, also known as the "end consumer".

#### ***Improper Installation, Maintenance and Use***

Aria Products require proper installation, maintenance and use. This warranty therefore does not cover Products that have been:

- a) installed in a manner not in compliance with the Product installation guide available at [ARIAVENT.COM](http://ARIAVENT.COM);
- b) improperly stored, maintained or repaired;
- c) modified, tampered with or intentionally damaged
- d) re-painted;
- e) combined or used with third party components;
- f) exposed to inappropriate conditions, including chemicals, moisture, direct sunlight and very high/low humidity;

g) used outdoors or in high-moisture areas (ie. steam room, shower);

h) damaged by accident including burns, cuts, cracks, tears, scratches, scuffs, stains, and indentations; or

i) damaged by a natural hazard outside human control, including lightning, flooding, weather, earthquake, or other natural disaster or phenomena.

### **HVAC System Exclusion**

It is the responsibility of the purchaser and user to ensure that Aria Products are compatible with their HVAC system. This Warranty therefore does not cover any repair or replacement of an HVAC system, furnace, electrical system or components, or any other mechanical damage or labour costs resulting directly or indirectly from the installation and use of Product.

### **Disclaimer**

This Warranty and the remedies set out above are exclusive and in lieu of any other warranties and remedies, oral or written, express or implied.

Aria expressly disclaims any and all representations and warranties not stated in this Warranty.

Aria disclaims all implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. If Aria cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on expiration of the Warranty Period.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARIA'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO PRODUCT SHALL NOT EXCEED THE TOTAL

AMOUNT PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ARIA BE LIABLE FOR LOSS OF PROFITS, REVENUES OR INCOME, LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR INDIRECT, SPECIAL, ECONOMIC, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT ARIA HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.