WARRANTY

Five (5) Year Warranty

This warranty supersedes all prior warranties

DURING ENTIRE WARRANTY PERIOD:
Fantech will repair or replace any part which has a factory defect in workmanship or material. Product may need to be returned to the Fantech factory, together with a copy of the bill of sale and identified with RMA number.

FOR FACTORY RETURN YOU MUST:

- Have a Return Materials Authorization (RMA) number. This may be obtained by calling Fantech either in the USA at 1.800.747.1762 or in CANADA at 1.800.565.3548. Please have bill of sale available.
- The RMA number must be clearly written on the outside of the carton, or the carton will be refused.
- All parts and/or product will be repaired/replaced and shipped back to buyer; no credit will be issued.

OR

The Distributor may place an order for the warranty part and/or product and is invoiced. The Distributor will receive a credit equal to the invoice only after product is returned prepaid and verified to be defective.

FANTECH WARRANTY TERMS DO NOT PROVIDE FOR REPLACEMENT WITHOUT CHARGE PRIOR TO INSPECTION FOR A DEFECT. REPLACEMENTS ISSUED IN ADVANCE OF DEFECT INSPECTION ARE INVOICED, AND CREDIT IS PENDING INSPECTION OF RETURNED MATERIAL. DEFECTIVE MATERIAL RETURNED BY END USERS SHOULD NOT BE REPLACED BY THE DISTRIBUTOR WITHOUT CHARGE TO THE END USER, AS CREDIT TO DISTRIBUTOR'S ACCOUNT WILL BE PENDING INSPECTION AND VERIFICATION OF ACTUAL DEFECT BY FANTECH.

THE FOLLOWING WARRANTIES DO NOT APPLY:

- Damages from shipping, either concealed or visible. Claim must be filed with freight company.
- Damages resulting from improper wiring or installation.
- Damages or failure caused by acts of God, or resulting from improper consumer procedures, such as:
    1. Improper maintenance
    2. Misuse, abuse, abnormal use, or accident, and
    3. Incorrect electrical voltage or current.
- Removal or any alteration made on the Fantech label control number or date of manufacture.
- Any other warranty, expressed, implied or written, and to any consequential or incidental damages, loss or property, revenues, or profit, or costs of removal, installation or reinstallation, for any breach of warranty.

WARRANTY VALIDATION

- The user must keep a copy of the bill of sale to verify purchase date.
- These warranties give you specific legal rights, and are subject to an applicable consumer protection legislation. You may have additional rights which vary from state to state.

Limitation of Warranty and Liability

This warranty does not apply to any Fantech product or part which has failed as a result of faulty installation or abuse, incorrect electrical connections or alterations made by others, or use under abnormal operating conditions or misapplication of the product or parts. We will not approve for payment any repair not made by us or our authorized agent without prior written consent. The foregoing shall constitute our sole and exclusive warranty and our sole exclusive liability, and is in lieu of any other warranties, whether written, oral, implied or statutory. There are no warranties which extend beyond the description on the page hereof. In no event, whether as a result of breach of contract, or warranty or alleged negligence, defect incorrect advice or other causes, shall Fantech be liable for special or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment or any other associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of purchase for such damages. Fantech neither assumes or authorizes any person to assume for it any other liability in connection with the sale of product(s) or part(s). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.

Warning

Fantech products are designed and manufactured to provide reliable performance, but they are not guaranteed to be 100% free from defects. Even reliable products will experience occasional failures and this possibility should be recognized by the user. If these products are used in a life support ventilation system where failure could result in loss or injury, the user should provide adequate backup ventilation, supplementary natural ventilation, failure alarm system, or acknowledge willingness to accept the risk of such loss or injury.