

## Systemair Car Park Ventilation Solutions Limited 3 Year Warranty (2021)

### 1. SYSTEMAIR LIMITED 3 YEAR WARRANTY: IV Smart EC, IV-50 EC and AJR-Series

(a) Systemair warrants solely to the original purchaser (“you”), for a period of 36 months from the date of shipment, Car Park Ventilation Solutions (“Product”) to be free against material defects in material and workmanship (the “warranty”). The warranty applies only to the Product in its original installation location.

(b) If Systemair determines the issue to be a manufacturing defect and within the Warranty Guidelines, said defective Product or part will be repaired or replaced free of charge solely at Systemair’s discretion. The repaired or replaced part will be warranted for only the unexpired portion of the original warranty. No repair or replacement pursuant to the warranty will renew or extend the life of the warranty. THIS REMEDY IS YOUR EXCLUSIVE REMEDY AND SYSTEMAIR’S SOLE LIABILITY FOR A PRODUCT THAT FAILS TO MEET THE WARRANTY.

### 2. WARRANTY GUIDELINES

(a) The warranty does not apply to damages or claims relating to: (i) abuse, misuse, accident, theft, or neglect; (ii) normal wear and tear; (iii) use of the Product for a purpose or in a manner other than that for which it was designed; (iv) repair, alteration, or service by a person other than Seller or its contractors; (v) installation or maintenance that is not consistent with Systemair’s instructions or recommendations for use; (vi) electrical supply, system fuses or breakers, wiring or electrical transport methods, incorrect voltage or current; (vii) failure to provide suitable storage, use or operating environment; (viii) any action or inaction by you or your employees or agents; (ix) damages from shipping; (x) use or combination with any other equipment or not provided by or approved in writing by Systemair; or (xi) external causes, such as natural disasters, severe weather, acts of God, war, terrorism, pandemic, epidemic, act of Government, change in law, or other causes outside of Systemair’s control.

(b) The warranty will not apply unless you have promptly reported the defect to Systemair within the warranty period and confirmed the Product has been stored, installed, operated and maintained properly and in accordance with Systemair OIPM, compiled Maintenance Plan (with no gaps) and a Commissioning Report (found in the OIPM/Manual) completed and implemented by the installer. Systemair may request (in which case you will provide) the Maintenance Plan (with no gaps) and/or the Commissioning Report.

(c) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 1(a), SYSTEMAIR MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT. SYSTEMAIR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No representative, dealer or other person is authorized to assume for Systemair any additional or other liability in connection with the sale of any Product.

(d) IN NO EVENT SHALL SYSTEMAIR BE LIABLE TO YOU FOR ANY LOSS OF USE, PROFITS OR REVENUE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OR COSTS OF REMOVAL, INSTALLATION, REINSTALLATION, COST OF SUBSTITUTE EQUIPMENT, OR LOSS OR COST OF FACILITIES OR SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF SYSTEMAIR RELATING TO OR ARISING OUT OF THE PRODUCT OR SYSTEMAIR’S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, EXCEED THE AGGREGATE AMOUNT PAID BY YOU FOR THE PRODUCT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT.

### 3. WARRANTY CLAIM PROCEDURE

(a) To make a warranty claim, begin the RMA (Return Merchandise Authorization) procedure by notifying Systemair USA, c/o Warranty Specialist, 10048 Industrial Blvd, Lenexa, KS 66215, or email [warranty@Systemair.net](mailto:warranty@Systemair.net) detailing the failure or defect and noting the specific model and serial number, including readily verifiable details that support its claim.

(b) Upon receipt by Systemair of your written concern, you will be notified of our receipt as to the review process to manage the specific claim. If deemed a manufacturing defect and Systemair determines that you are entitled to a warranty claim, a resolution will be provided and a RMA Number shall be issued for reference on all communications. If not deemed a manufacturing defect or you are not entitled to a warranty claim, then Systemair will inform you of the same and, if applicable, a quote for repairs. Freight to factory will be paid by you and return freight will be paid by Systemair (unless not deemed a manufacturing defect or you are not entitled to a warranty claim, in which case return freight will be paid by you).

(c) The warranty and any disputes hereunder shall be governed by and construed under the laws of the State of Kansas, without regard for the conflicts of laws provisions thereof.