

VOLTAIRE SYSTEMS THERMAL UNITS NON-TRANSFERABLE STANDARD LIMITED WARRANTY, DISCLAIMERS, AND LIMITATIONS OF LIABILITY

**(Applies to All Heat Exchangers, Pressurization Units,
Fan Units, and Air Conditioners)**

The VoltAire Systems, LLC ("VoltAire") Non-Transferable Limited Warranty ("Limited Warranty") is applicable for 12 months following the shipment of the product to the original purchaser ("Purchaser") defined as the "Warranty Period". VoltAire warrants to the original purchaser during the Warranty Period that all materials and workmanship are free of defects of quality and operation that would impair the usefulness of the original air conditioner, fan unit, pressurization unit or heat exchanger (collectively herein referred to as "Product") during the Warranty Period. This Limited Warranty is for all components of the Product, except filters, when installed and operated under the following conditions:

- A. In strict accordance with the Product's Installation and Operation Manual, as may be revised from time to time with the latest version available at www.voltairesys.com.
- B. Maximum voltage variation no greater than plus or minus 10% of nameplate nominal rating.
- C. Maximum frequency variation no greater than plus or minus 3 Hz. of nameplate nominal rating.
- D. Must not exceed minimum and maximum stated temperatures on the nameplate.
- E. Not to exceed (BTU/Hr.) rating, including any heat sink, as indicated on the nameplate.
- F. Installed per all local, State and Federal legal requirements.
- G. The unit must not be restarted for a period of five (5) minutes after intentional or accidental shut-off of a compressor. (This does not apply to heat exchanger or filter fan.)

The Limited Warranty is void and not applicable if:

- A. The Product is installed improperly
- B. The Product is not maintained properly, including prolonged operation with dirty filters or coils
- C. The Product is modified, abused and/or tampered
- D. The Product is applied in an incorrect manner, including operation within a corrosive atmosphere (including but not limited to coastal applications)
- E. The Product is used with the incorrect refrigerant (air conditioners)
- F. The Product is damaged and/or inoperable due to accidents or events beyond the reasonable control of VoltAire and Acts of God
- G. The Product is repaired with parts not provided by VoltAire
- H. The Product is installed and operated outside the United States, Mexico, and/or Canada.

Damage during freight is not included with this Limited Warranty. The Purchaser must insure the Product is installed by a competent, professional, qualified contractor, following all local, state, and national legal requirements and industry standards. The Purchaser must provide adequate maintenance (e.g. filter changes, coil cleanings).

The Limited Warranty covers the Product for the Purchaser only during the Warranty Period, and the Limited Warranty does not include any labor, freight, and/or consequential damages or loss. Upon Notification by the Purchaser, VoltAire solely reserves the right to either, as Purchaser's sole remedy:

- Ship replacement parts to the Purchaser for the Purchaser's infield replacement of the part. Infield replacement will require the Purchaser to provide a purchase order to VoltAire for the standard cost of the part and after infield replacement return the original part to VoltAire with freight cost by Purchaser. Within fourteen (14) days of receipt of the returned part VoltAire will review and analyze the returned part. If the part is found to be defective by VoltAire a credit will be issued to the Purchaser. Parts

returned to VoltAire and found not to be defective will result in no credit applied to Purchaser's account and the Purchaser will be required to pay for the replacement part.

- Or, request the return of the Product for evaluation. Return of the Product must be preceded by the issuance of a VoltAire Return Merchandise Authorization (RMA). The RMA will require that shipping costs be paid by the Purchaser to return the Product to VoltAire. Within fourteen (14) days of receipt of the returned Product VoltAire will review and analyze the Product. If the Product is determined by VoltAire to be defective, VoltAire may repair or replace the Product, and will ship the Product to the Purchaser for the Purchaser's installation in the field with no labor costs reimbursed by VoltAire. If the Product is determined by VoltAire to NOT be defective, the Purchaser will be notified and a Purchase Order must be issued in the amount required for the Product to be packaged and returned to the Purchaser.

DISCLAIMERS AND LIMITATIONS OF LIABILITY:

THIS LIMITED WARRANTY CONSTITUTES THE ENTIRE WARRANTY FOR THE VOLTAIRE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.-

VOLTAIRE IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ATTORNEYS FEES, AND LOSS OF USE DAMAGES.

VOLTAIRE EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT TO THE MANUFACTURE OR SUPPLY OF GOODS, INCLUDING THE PRODUCT, OR THE PROVISION OF SERVICES RELATING TO THE GOODS, INCLUDING THE PRODUCT.

THIS LIMITED WARRANTY, DISCLAIMER, AND LIMITATION OF LIABILITY SHALL SUPERSEDE ANY TERMS OF PURCHASE PROVIDED BY THE PURCHASER AT THE TIME OF THE PURCHASE, AND THE LIMITATION OF LIABILITY SHALL SURVIVE FROM THE DATE OF THE PURCHASE TO THE DATE OF DISCONTINUED USE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OF CONSEQUENTIAL DAMAGES MAY NOT APPLY.