

# LIMITED WARRANTY

*This Warranty applies to all products manufactured by AbsolutAire, Inc.*

*Any parts furnished by AbsolutAire that prove to be defective at the site of the original installation within **24 months from date of start-up, or 27 months from date of shipment**, (whichever comes first), will be replaced or repaired at AbsolutAire's discretion at no charge to the customer. **Wear items, such as V-Belts, filters, etc., are not included as covered parts under this Warranty.** Warranty part(s), and the completed Return Goods Authorization are to be returned to Absolutaire freight prepaid. Reimbursement will be contingent upon inspection and warranty determination. If warrantable, Absolutaire will reimburse the price of the replacement part(s), less freight, using the original payment method. If the part(s) are determined not to be warrantable or defective, the customer will be contacted to determine disposition.*

*The customer must notify AbsolutAire promptly in writing of any claim under this Limited Warranty. AbsolutAire will require information to ensure the equipment has been installed and maintained properly, and operated as intended within the specifications as stated on the AbsolutAire quotation and/or Order Acknowledgment. Components provided by others are not covered under this Warranty. If an AbsolutAire part fails as a result of components furnished by others, the AbsolutAire component may not be covered under this Warranty.*

*Reimbursement for labor for removing and/or re-installing replacement parts is included in this Warranty for a period of 30 days from field start-up or 90 days from shipment, whichever comes first. AbsolutAire is responsible to determine the amount of labor reimbursement allowed, based upon the circumstances for each installation. Labor cost reimbursement must be approved by AbsolutAire **prior** to the work being performed.*

*Disclaimer: The warranties contained in this written Limited Warranty are made in lieu of all other warranties expressed or implied, statutory or otherwise. In particular, AbsolutAire makes no warranty of merchantability for fitness for a particular purpose, unless written and signed by an officer of the Company referencing this specific disclaimer. AbsolutAire shall have no liability to customer/owner for direct, consequential or incidental damages of any kind whatsoever.*

**AbsolutAire, Inc**  
**5496 North Riverview Drive**  
**Kalamazoo, MI 49004**

**Phone: 800.804.4000**  
**Fax: 269.382.5291**

[www.absolutaire.com](http://www.absolutaire.com)

# STANDARD TERMS AND CONDITIONS

*Applicable to all products manufactured and sold by AbsolutAire, Inc.*

**Purchase Order Acceptance:** All AbsolutAire, Inc. (AAI) proposals, customer purchase orders, and other documents relating to any and all sales by AAI are subject to these Standard Terms and Conditions, regardless of what provisions are stated or implied in other verbal agreements or written documents, unless these Standard Terms and Conditions are specifically addressed and any changes are agreed to in writing by an officer of AbsolutAire, Inc.

**Warranty:** Any Warranties other than the AbsolutAire Limited Warranty (Limited Warranty.doc) are Invalid and of no effect unless agreed to in writing by an officer of AbsolutAire, Inc.

**Terms of Payment:** All prices are FOB KALAMAZOO and payment terms are **NET 30 days after invoice date** unless stated otherwise on the AAI Acknowledgment form.

**Price Revisions:** The Company reserves the right to revise its prices upon thirty days written notice to the Purchaser. The Purchaser reserves the right to cancel any order that may be subject to price increases that had been previously received and accepted by AAI.

**Price Quotations:** All AAI price quotations are valid for thirty days.

**Governmental:** Any taxes, local, state or federal; and charges for code compliance, fees, assessments, permits, etc. are the responsibility of the Purchaser.

**Order Changes and/or Cancellations:** Cancellations or changes received thirty (30) days prior to Acknowledged shipping date may be entered at no charge to the Purchaser. Any other change or cancellation of an order will be subject to charges as determined by AAI at the time of notification.

**Engineering Design Changes:** AbsolutAire may make engineering design changes without notice as long as these changes do not affect the product performance as ordered by the Purchaser.

**Freight Claims, Shortages, Damage, etc.:** Each shipment should be examined by the Purchaser before acceptance from the freight carrier. Claims for shortages, damage, etc. should be noted on the carrier's Bill of Lading, a claim should immediately be filed by the Purchaser with the carrier, and AbsolutAire should be notified by the Purchaser so AAI can assist in corrective action.

**Acts of God:** AbsolutAire cannot be responsible for delays, damage or losses of any kind that are caused by fire, strike, lockout, union disputes, floods, transportation delays, war, embargo or anything else beyond AAI's reasonable control.

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