



WARRANTY

Airius Warranty Policy

This warranty is limited to products purchased directly from Airius, LLC (“Airius”) or one of its authorized resellers. To determine whether a reseller is authorized, please contact Airius at the contact information below.

Airius warrants products listed below will operate properly and be free of defects in materials and workmanship according to the following terms:

Products	Warranty Period
Air Pear Fans	3 Years (All Parts/Components)
Designer Series Fans	3 Years (All Parts/Components)
Retail Series Fans	3 Years (All Parts/Components)
Speed Controllers	1 Year (All Parts/Components)
Photohydroionization Cell	2 Years (All Parts/Components)

These include new units or units rebuilt under Airius’ factory refurbish program. Airius will repair or replace such units, at Airius’ sole discretion, if there is any defect in their materials or workmanship caused by Airius during the warranty period. With respect to replacement or repair rendered, Airius warrants that the parts replaced or repaired will operate properly and be free from defects in materials and workmanship for the remainder of the original warranty period.

Definitions:

1. The “warranty period” shall begin on the shipping date from the Airius factory to the customer (end user)
2. “Operate properly” applies to mechanical, electrical and structural functions only. No guarantee is made regarding the quantity of air movement or the appropriateness or the effectiveness or merchantability of any product for its intended purpose or for the customer’s particular application.

Exclusions

Any of the following actions will constitute a breach of and will void all warranties:

1. Improper delivery, installation, or maintenance, including, but not limited to:
 - a. Failure to follow the required installation procedures specified in the Airius “Installation Guide” and in all other documentation supplied with the fans and related equipment, including documentation provided by the manufacturers of the individual fan and control components;
 - b. Failure to follow all applicable codes and ordinances, including, but not limited to the National Electric Code and state and local building codes;
 - c. Failure to follow electrical engineering industry standards regarding the approved method of installing electrical equipment having the characteristics of the fans, the fan controls, and their related components, even if such standards are not explicitly referenced in any literature supplied by Airius or provided by the manufacturers of the fan and control components.
2. Any modification or alteration of, or adjustment to the fans, fan controls, and/or any disassembly of the components of the fans and fan controls for any purpose whatsoever, including any attempt to diagnose and/or repair any problem, without prior written authorization from Airius. Such disassembly includes, but is not limited to, separation of the motor from the housing assembly and/or removal of any electrical component from the fan controller unit.
3. Installation of fans into a detrimental environment with airborne oils / cutting fluids / solvents that may attack the base resin or motor, unless:
 - a. Airius has provided written authorization prior to installation.
4. Misuse, abuse, accidents, unreasonable use or Acts of God.
5. Incorrect electric current, voltage or supply.
6. Failure to use fan controls supplied by Airius, unless:
 - a. Airius has provided written authorization prior to installation; and
 - b. The fan controls are built, operated and maintained according to specifications provided to and approved by Airius.

Airius Warranty Policy (Continued)

7. Failure to perform periodic maintenance as detailed in the Airius-supplied "Installation Guide."
8. Consequential or incidental damages sustained by any person or entity as a result of any breach of these warranties are also excluded, except where such damages may not be excluded by law.

Acquiring Warranty Service

Do not return any item without first being assigned a Return Material Authorization (RMA) tag number. Customer must obtain a RMA# from Airius (888-AIR-PEAR or info@theairpear.com) before returning the faulty unit. RMA number must appear on the return-shipping label and be associated with any correspondence. Customer is responsible for all return shipping costs to:

Airius Warranty - RMA# _____
811 South Sherman Street
Longmont, Colorado 80501

Airius will return the unit(s) freight prepaid. Airius may elect to repair the same unit at customer site or offer replacement parts to facilitate repair and reduce customer down time and expense. Airius is not responsible for misuse of their product. Freight claims are the responsibility of the customer and all products are shipped FOB Longmont, Colorado, USA.

Remedy and Limit of Liability

The exclusive remedy of the purchaser, and the limit of liability for Airius, for any and all losses in connection with this product shall be repair or replacement of the warranted product or the affected components, as provided above.

Airius reserves the right to make the final determination, based on its own assessment, as to (1) whether the problem in question is the result of a defect in design, workmanship or materials, and not the result of error, misuse or abuse on the part of the customer, as set forth under the exclusions detailed above; (2) whether the problem or defect is material and requires action under this warranty; and (3) whether the remedy of repair or replacement is appropriate.

With regard to electrical and electronic components provided by Airius that comprise part of the products, including motors, Airius relies on the determination by the original manufacturer as to whether the failure of such component was the result of a defect. If the manufacturer of such component determines that there was no defect and therefore refuses to cover it under warranty, Airius likewise will not warranty such item.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY OR THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE OR USE, AND SPECIFICALLY IN LIEU OF ALL SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. REPAIR OR REPLACEMENT SHALL BE THE SOLE REMEDY OF THE CUSTOMER AND THERE SHALL BE NO LIABILITY ON THE PART OF AIRIUS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED, TO ANY LOSS OF BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE.

Any and all disputes related to this warranty or any other matter related to Airius must be submitted to binding arbitration within 45 radial miles of Longmont, Colorado. The arbitrator will follow the Colorado Uniform Arbitration Act and the Rules of the American Arbitration Association. Under Colorado law, punitive damages are not recoverable by any party subject to arbitration. Moreover, jury trials are not available in arbitration. The arbitration decision or award is legally binding and enforceable. To the extent that a court rules that this paragraph is not enforceable, the parties agree to resolve any and all disputes in the Boulder District Court in Boulder, Colorado.

Customer Service: 888-AIR-PEAR (888-247-7327) or info@airiusfans.com

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