



## LIMITED WARRANTY

- (a) Seller warrants to Buyer that the Products will be free from defects in material and workmanship for a period of 5 years (60 months) as of the date of delivery to the Delivery Location (the "Warranty Period"). Notwithstanding the foregoing, the Warranty Period for consumable Products will in no event exceed recommended replacement intervals set forth in the published specifications and instructions provided by Seller or its suppliers or subcontractors Instructions ("Instructions"). If, prior to the expiration of the Warranty Period, Buyer informs Seller in writing of any breach of this limited warranty, then Seller at exclusive remedy may repair or replace the Products that gave rise to the breach or, in Seller's sole and exclusive discretion, refund the amounts that Buyer paid for the Products
- (b) Buyer will bear the costs of access, de-installation, re-installation and transportation of the Products to Seller and back to Buyer. Any repair or replacement pursuant to this limited warranty will not extend the Warranty Period. Seller does not warrant the Products, or any repaired or replacement parts, against normal wear and tear or corrosion. This limited warranty and remedy are expressly conditioned upon: (i) Buyer's payment of the purchase price in full, (ii) Buyer giving written notice of the defect, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect, (iii) the storage, installation, operation, use, and maintenance of the Products in compliance with the Instructions, (iv) the existence of proper records of Buyer's operation and maintenance of the Products during the Warranty Period, (v) Buyer providing Seller with a reasonable opportunity to examine the Products and the aforementioned records, and (vi) the absence of any unauthorized modification or repair of the Products, including without limitation the removal or alternation of any serial numbers or warranty date decals.
- (c) (5) five years limited warranty applies to all Ruskin® Branded Products except for Energy Recovery Ventilators built by our Ruskin Rooftop Systems group. Energy Recovery Ventilator built by our Ruskin Rooftop Systems group are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of delivery to the Delivery Location. Any component which proves to be defective during the warranty period will be repaired, or replaced, at Rooftop Systems sole option when returned to the factory, transportation prepaid. The energy wheel and energy core is warranted to be free from defects in material and workmanship for a period of (5) five years from the shipment date. Motors are warranted by the motor manufacturer for a period of one (1) year. The warranty does not include labor costs associated with troubleshooting, removal, or installation. RUSKIN OR RUSKIN ROOFTOP SYSTEMS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES RESULTING FROM USE, REPAIR, OR OPERATION OF ANY PRODUCT. THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- (d) Before any test may be used to evaluate the Products, Buyer will: (i) provide Seller with reasonable written notification of the test, (ii) allow Seller to be present during the test, and (iii) receive Seller's consent to the conditions of the test, which consent will not be unreasonably withheld. If a test is performed on the Products, and Seller has not consented to the conditions of the test, then this limited warranty will be void.
- (e) THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OF ANY KIND, AND SELLER DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



- (f) The foregoing limited warranty does not apply to (i) consumable products and components (e.g., batteries, filters, belts and kits); (ii) products subjected to misuse, neglect, accident or improper installation; (iii) products damaged by disaster (e.g., fire, flood, wind, earthquake or lightning) or other causes beyond the control of Seller (e.g., excessive voltage, mechanical shock or water damage) (iv) products whose defect has been caused by alteration or repair by anyone except Seller or Seller's authorized representatives; (v) normal wear and tear; (vi) products not manufactured by Seller or bearing its nameplate ("Other Equipment"); (vii) any products manufactured or customized according to Buyer's specifications; (viii) products that Buyer cannot reasonably evidence have been stored, installed, operated, used or maintained other than in compliance with Seller's published specifications and instructions; (ix) products purchased through other than a Seller authorized channel; (x) any software (any such software being warranted under the terms of the end user license agreement included with the products or, if none, the terms of the general end user license agreement found at <http://www.johnsoncontrols.com/techterms>); and (xi) products that is subject to a separate written warranty ("Other Warranty") accompanying the products, included in the applicable product documentation or set forth in the applicable product price list (which Other Warranty governs). Other products may be covered by warranties by other manufacturers, suppliers, or publishers, which Seller may assign or pass through to Buyer, without recourse to Seller, to the extent allowable by the other manufacturers, suppliers or publishers.
- (g) Buyer must notify Seller of any warranty claims and request a Return Material Authorization ("RMA") by contacting (i) Buyer's place of purchase (e.g., Seller's branch, retailer, distributor or wholesaler) or (ii) Seller's customer support organization for the applicable Ruskin or Ruskin Rooftop System product line. Returned product will only be accepted if the RMA is included with the returned product, and a product returned without a proper RMA will be returned to Buyer at Buyer's expense. If Seller provides services that are incidental to the sale of the product, such as installation, training and start-up ("Services"), Seller warrants that any Services will be performed in a professional and workmanlike manner. This limited warranty for Services is provided for thirty (30) days from completion of the Services. Seller will re-perform any non-conforming Services for no charge, as long as Buyer provides written notice to Seller within five (5) days following completion of the Services. The limited remedies described herein are the sole and exclusive remedy and Seller's sole responsibility under this Limited Warranty.

Please reference [Ruskin® Terms and Conditions](#) for more information.

Warranty claims under this Limited Warranty should be referred to:

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