



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) following 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 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 year warranty applies to *Ruskin*[®] Branded Products. EnERVent branded products built by our Rooftop Systems group warrants equipment to be free from defects in material and workmanship for a period of one year from the shipment date. 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 five years from the shipment date. Motors are warranted by the motor manufacturer for a period of one year. The warranty does not include labor costs associated with troubleshooting, removal, or installation. Rooftop Systems will not be liable for any consequential, punitive, or incidental damages resulting from use, repair, or operation of any EnERVent 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.



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

Warranty claims under this Limited Warranty should be referred to:

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Rev. 02-21-2018