

iAIRE's Limited Product Warranty Policy & Procedures

PRODUCT WARRANTY MANUAL

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General Information

GENERAL STATEMENT

It is the objective of **iAIRE** ("**iAIRE**") to provide its **CUSTOMERS** with the finest quality heating and air conditioning equipment, ionization products, economizers, coating products and accessory products available in the industry. To support this endeavor, **iAIRE** will provide prompt, qualified technical service, and support.

iAIRE provides the manufacturer's responsibility as described within its **Limited Product Warranty** and provides support with replacement **iAIRE** Service Parts. The **iAIRE** Limited Product Warranty is available on all **iAIRE** Product purchased from **iAIRE**. **iAIRE**'s responsibility for defective workmanship and material is limited to the repair or replacement, F.O.B. point of shipment, at the option of **iAIRE**, of any product or parts found to be defective within the **EFFECTIVE WARRANTY PERIOD**. **iAIRE** is responsible for making available a complete selection of **iAIRE** product literature and **iAIRE** Service Parts and is expected to support the **iAIRE** Limited Product Warranty obligation to the **CUSTOMER**. The Installer of **iAIRE** Products is expected to perform the installation and service of **iAIRE** Products in a satisfactory manner.

It is expected that **CUSTOMERS** will minimize and manage the level of service costs to **iAIRE**. Factors, such as costs associated with the competency of installing contractors, the geographic location, labor agreements and similar factors, should be accounted for in determining service costs.

iAIRE will not be liable for any warranty coverage extended by any re-seller to a **CUSTOMER** of **iAIRE** Product that has not been documented explicitly in writing by **iAIRE**. The use or implication of the **iAIRE** name with any additional warranty or statement of coverage **IS** strictly prohibited. **iAIRE** strongly encourages all **CUSTOMERS** to read the policy and procedures set forth in this **iAIRE Product Warranty Manual** and the administration of the **iAIRE Limited Product Warranty**.

Definitions

To clearly understand certain terms in the **iAIRE Product Warranty Manual** the following terms are defined as follows:

- ACCESSORY These are iAIRE Products that are sold to CUSTOMERS to upgrade, maintain, repair, or modify the original equipment sold to the CUSTOMER. These include, but are not limited to, Double Wall, Stainless Steel Drain Pans, Refrigeration Capacity Controls Device and Control options.
- **AIRFLOW MONITORING PRODUCTS iAIRE** product that measures airflow in HVAC equipment.
- **CONTRACTOR** A company that sells and installs **HVAC PRODUCT**.
- **CUSTOMER** This is the entity that originally purchased **IAIRE** Product from **IAIRE** such as a **DISTRIBUTOR**, **DEALER**, **CONTRACTOR** or **END USER**.
- **DATE of SHIPMENT** This is the date that **iAIRE** ships an **iAIRE** Product to the **CUSTOMER** as evidenced by **iAIRE** shipping documents for the product shipment or an **iAIRE** invoice date, whichever is earlier.
- DEALER This is a company that sells iAIRE Product under a specific Private Label sold <u>ONLY</u> by a specific DEALER.
- **DISTRIBUTOR** A company that sells **iAIRE HVAC PRODUCT** to **CONTRACTORS** and **END USERS**.
- DOAS (DEDICATED OUTSIDE AIR SYSTEM) UNIT These are units that are designed to treat 100% outside air loads coming into buildings. The iAIRE DOAS units are designed around a specific CFM range and tonnage and for a specific OEM manufacturer's HVAC product. For the application of the iAIRE Limited Product Warranty ONLY, the definition of DOAS includes Humidimax, ultraDRY, ultraGROW and trueVAV.
- ECONOMIZER PRODUCTS This is the controller that controls the outside air damper or any system that brings outside air into a building. This would include the controller and any sensors necessary to control the amount of outside air coming into the building.
- EFFECTIVE WARRANTY PERIOD This is the length of time that the
 warranty period applies for iAIRE Product. The EFFECTIVE WARRANTY
 PERIOD is dependent on the type of iAIRE Product sold to the CUSTOMER
 as further defined in the iAIRE Product Warranty Manual.
- **econoDRY iAIRE**'s **econoDRY** unit is an ON/OFF Hot Gas Reheat Modification.
- **END USER** This is a commercial entity, or residential user where the **iAIRE** Product is installed.
- ERV These are Energy Recovery Ventilator products that utilize a heat recovery media. The ERV pretreats the air coming into the building and allowsfor an ongoing utility savings and potentially an HVAC equipment reduction. ERV's can be standalone or bolt on units.

- Humidimax iAIRE's Humidimax DOAS unit is based on Lennox HVAC products.
- HVAC PRODUCT For the application of the iAIRE Limited Product
 Warranty ONLY, the definition of HVAC PRODUCT includes AIRFLOW
 MONITORING PRODUCTS, econoDRY, ECONOMIZER PRODUCTS,
 ERV's, MagnaDRYultra and Solar HVAC, plus ACCESSORY products
 including, but not limited to, Double Wall, Stainless Steel Drain Pans,
 Refrigeration Capacity Controls Device and Control options.
- **IONIZATION and CONTROLS PRODUCT** These **iAIRE** Products include Ionization Generators, ION Array, Ion Kit, Controls Package, Clip-On Purifier, Ceiling Diffuser, Stand Alone and Register.
- **MagnaDRYultra iAIRE**'s **MagnaDRYultra** modulating hot gas reheat modification is based on York HVAC products.
- REPRESENTATIVE A company or person that sells iAIRE Product to
 DISTRIBUTORS or DEALERS and receives a commission from iAIRE for
 such sale. In some cases, these companies may buy iAIRE product directly
 from iAIRE and resell the iAIRE product to their customers at a price
 determined by the REPRESENTATIVE.
- Solar HVAC Commercial These are commercial HVAC products where
 iAIRE adds a solar array panel, VFD and sensors to reduce the energy
 consumption of these units. The commercial units can be either 1)
 "Factory Installed" or 2) "Field Installed".
- Solar HVAC Residential These are residential HVAC products where iAIRE adds a solar array panel, VFD and sensors to reduce the energy consumption of these units. The residential units can be either 1) a condenser only unit or 2) an ultraRES unit which is a condenser and air handler with added features. iAIRE offers several lines of residential products. Brand Z is the iAIRE brand unit. This is the only product upon which the ultraRES version is built. All other brands of residential solar residential units can be either where iAIRE provides the condensing unit and the Solar HVAC addition or where the customer provides the condensing unit and iAIRE provides only the Solar HVAC addition.
- **START-UP** This is the validation by an **iAIRE** Factory Authorized Technician of the operation of the **iAIRE** product to its operating specifications. The date the product is first set, connected, and wired in a manner to operate.
- START-UP DATE This is the date that the iAIRE Factory Authorized Technician completes the START-UP and the iAIRE Factory Authorized Technician and a representative of the CUSTOMER sign documents acknowledging that the iAIRE product is operating in accordance with the product operating specifications.

- **trueVAV iAIRE**'s **trueVAV** unit is based on Carrier HVAC products.
- ultraDRY iAIRE's ultraDRY DOAS unit is based on Carrier HVAC products.
- **ultraGROW iAIRE**'s **ultraGROW DOAS** unit designed for indoor growing applications.
- **ultraGUARD** This is the coating applied to certain **iAIRE** product by **iAIRE**.

Manual Overview

This **Product Warranty Manual** is designed to assist **CUSTOMERS** in the administration and application of the **iAIRE Limited Product Warranty**. The policies and procedures compiled herein shall serve as operating instructions when administering **iAIRE**'s **Limited Product Warranty** Policy.

This **iAIRE Product Warranty Manual** covers the policies and procedures for warranty administration during the **EFFECTIVE WARRANTY PERIOD**. Exclusions from the warranty coverage have been outlined as well. Conforming to the policies and procedures outlined in this **iAIRE Product Warranty Manual** will help in the prompt settlement of warranty claims.

Questions on procedures not contained herein should be directed to **iAIRE CUSTOMER** Service at 1-844-348-9168.

This **iAIRE Product Warranty Manual** has been divided into several sections for ease of use. Any changes and updates to this manual will be done on a quarterly basis and will be communicated in a Warranty Bulletin. Please maintain a current copy of the **iAIRE Product Warranty Manual**. This will assure that each **CUSTOMER** is aware of current warranty procedures.

The intention of this **iAIRE Product Warranty Manual** is to reduce warranty administration costs and to expedite the settlement of claims. **iAIRE** will best be able to serve the needs of **CUSTOMERS** with clear and concise policies to administer the warranty system.

CUSTOMERS should ensure that they understand **iAIRE**'s warranty practices. It is recommended that each reseller of **iAIRE** products develop a manual based on the content of this manual and their own internal warranty policies for communication to **CUSTOMERS**.

WARRANTY LEGISLATION

The Magnuson-Moss Warranty Act imposes specific duties and liabilities on manufacturers and sellers who offer written warranties on consumer product. The Act applies to consumer products manufactured after July 4, 1975. Consumer products are defined as "tangible personal property, which is normally used for family or household purposes and separate items of equipment attached to real property such as air conditioners, furnaces and water heaters."

The Act provides that "written warranties be part of the basis of the bargain". This means that the consumer must not pay any consideration beyond the purchase price of the product to receive the benefits of the written warranty agreement. The Act also provides that the seller will "make available, prior to the sale, a clear and concise display of the written warranty to the prospective buyer". Failure to make warranties available may violate the Act and may result in loss of protection afforded by the warranty.

With increasing national emphasis on Consumer Protection, **iAIRE** strongly encourages its **CUSTOMERS** to:

- Clearly display **iAIRE**'s written warranties.
- Familiarize Installers and retail purchasers with the warranties.
- Point out the differences between **iAIRE**'s **Limited Product Warranty** and purchased Extended Warranty Plans.
- Retain a copy of the Bill of Sale or Product Invoice for future reference.

PRODUCT RECORDS

In addition to the Act governing written warranties, the Consumer Product Safety Commission in conjunction with the Federal Trade Commission imposes certain responsibilities on the seller(s) of consumer products. Specifically, they require resellers to be able to locate consumer products in the event of 'product recall' or 'modification' where safety hazards or deficiencies exist. The requirement is that "Every person who is a manufacturer, labeler, distributor, representative, dealer or contractor of a consumer product shall establish and maintain product records." These records must include:

- Name and address of the purchaser.
- Installation and/or sales date of purchase.
- Person to whom shipment was made.
- Model number of purchased equipment.

These records must be maintained for a period of not less than ten years from the beginning of the warranty.

General Warranty Policy

- iAIRE will correct any defects in material or workmanship which appear within the EFFECTIVE WARRANTY PERIOD for all products from the DATE of SHIPMENT by iAIRE to the original CUSTOMER, except as more specifically described below for DOAS products and for Solar HVAC Commercial products that are "Field Installed". The EFFECTIVE WARRANTY PERIOD is dependent upon the type of iAIRE product sold to the CUSTOMER as noted below.
- 2. iAIRE will replace, at iAIRE's option, any defective product, provided that iAIRE's inspection discloses that such defects developed under normal and proper use. This Limited Product Warranty does not extend to goods subjected to misuse, neglect, accident, or improper installation, exceeding product specifications or to maintenance or repair of products which have been altered or repaired by anyone except iAIRE unless otherwise stated in writing.
- 3. This **Limited Product Warranty** is limited to the original **CUSTOMER** and/or **END USER <u>ONLY</u>**. It cannot be transferred or assigned to third parties unless the intent to transfer to a third party is expressly indicated in a purchase order and/or warranty processing arrangement that has been agreed upon in writing by **iAIRE**.
- 4. An appropriate charge (maximum of 50% of invoiced price) will be made for testing, repairs, replacement, and shipping for returned product which is not defective or found to be defective as the result of improper use, maintenance, or neglect.
- 5. **iAIRE** will not accept responsibility for any invoiced goods or services that are not covered by a purchase order for **iAIRE** Product. Under no circumstances does **iAIRE** agree to pay for labor or other related expenses associated with the troubleshooting and/or repair of **iAIRE**'s product without prior specific written authorization. **iAIRE** will issue a purchase order for any parts to be purchased or labor to be performed **prior to** the part purchase or labor performance.
- 6. **iAIRE ONLY** gives credit to **CUSTOMERS** for warranty repair or labor and provides no cash payments to the **CUSTOMERS**. **iAIRE** does not issue credit or make cash payments to any **END USER**. All warranty issues are dealt with between **iAIRE** and the **CUSTOMER**. The **CUSTOMER** can use the **iAIRE** warranty credit on any future purchase of **iAIRE** product.

- 7. Information in iAIRE's descriptive literature is based on product specifications that are current at the time of publication. Product specifications, designs and descriptive literature are subject to change as improvements are introduced. Although iAIRE announces changes as they occur, iAIRE cannot guarantee notification to every CUSTOMER. iAIRE warrants delivered product to conform to the most current specifications, designs, and descriptive literature.
- 8. Force Majeure: In the event of an occurrence of force majeure such as in particular: fire, flood, tornado, hurricane, wind damage, transport difficulties, industrial disputes, manufacturing accidents, operating prohibitions ordered by governmental authorities or breach by its suppliers, iAIRE's Limited Product Warranty shall not apply and the CUSTOMER should look solely to the CUSTOMER's insurance policy for coverage of any damage to the iAIRE product or its operational ability.
- 9. The iAIRE Limited Product Warranty is applicable only to sales made in the United States, unless iAIRE specifically agrees in wring to extend the Limited Product Warranty to sales in foreign jurisdictions outside of the 50 states of the United States.

WARRANTY RESPONSIBILITIES

iAIRE's Responsibilities:

- 1. Protect users of **iAIRE**'s product against defective materials and workmanship.
- 2. Communicate clearly to **CUSTOMERS** the exact protection covered by the warranties.
- 3. Make available repair/replacement parts in a prompt manner.
- 4. Provide special plans and service communication in the event of unusual occurrences of product defects.
- 5. Establish and administer warranties in a manner that does not impose undue hardships on the **CUSTOMERS**.
- 6. Retain service parts through the **EFFECTIVE WARRANTY PERIOD**.

CUSTOMERS Responsibilities:

- 1. Extend no less than the terms and conditions of **iAIRE**'s warranty policy to the **END USERS**.
- Administer iAIRE's Limited Product Warranty in accordance with this iAIRE Product Warranty Manual and maintain the manual to its most current revision level.

- Maintain facilities, equipment, and personnel that are aware of and capable of fulfilling the provisions of iAIRE's warranties to the END USER.
- 4. Provide the **END USER** with instructions and literature for the safe and proper use of equipment.
- 5. Conduct continuous service training programs for fulfilling **iAIRE**'s warranties.
- 6. Maintain inventory parts, as required, to give satisfactory service.
- 7. Ensure that **END USERS** understand the warranty policies and procedures.
- 8. Ensure that Installers actively obtain and report accurate warranty information throughout the claim's submittal process.
- Communicate to END USERS the exact protection provided by the iAIRE warranties, as well as instructions on the proper operation and maintenance of the equipment.
- 10. Maintain complete serialized product shipment and installation records on all **iAIRE** product sold to **END USERS**.
- 11. Guarantee the **CUSTOMER**'s workmanship, material, and other equipment not supplied by **iAIRE**.

END USER's Responsibilities:

- 1. Operate the equipment in accordance with the instructions given in the **iAIRE** Owner's Manual (operations and maintenance).
- 2. Perform or have performed routine maintenance of equipment, including lubrication, cleaning and replacement of filters and belts as may be specified in the Owner's Manual.
- 3. Provide ready access to equipment for servicing.

CUSTOMER Information

iAIRE ships its product to **CUSTOMERS** with the unit model and serial number identification stickers attached to the unit. These identification stickers are to be used to identify the unit for **CUSTOMER** use.

COMMUNICATION

iAIRE has **CUSTOMERS** throughout the United States. As a Manufacturer servicing such a vast territory, it is vital to maintain direct communications between the field and responsible factory personnel. Using the following contact points will improve the **CUSTOMER**'s ability to resolve any issues or obtain the necessary help you seek. Please call toll-free 1-844-348-9168 for assistance.

WARRANTY ADMINISTRATION:

General Warranty inquiries limited to the following types of information can be obtained by calling 1-844-348-9168 or emailing support@myiaire.com.

- Model Number and Serial Number inquiries and verification.
- Claim status.
- Claim Payment information.

To obtain more detailed information related to specific warranty policies and procedures refer to the following information:

ORDER MANAGEMENT, IAIRE PARTS & EQUIPMENT and PUBLICATIONS:

Telephone: 1-844-348-9168

<u>sales@myiaire.com</u> Website: <u>www.myiaire.com</u>

STANDARD WARRANTY:

iAIRE

Attn: Standard Warranty

2100 Consulate Drive, Suite 102

Orlando, FL 32837

Contact iAIRE CUSTOMER Service for information on the following:

- 1) Technical Guidance and Procedures.
- 2) Troubleshooting or Equipment Performance Problems.
- 3) Service Parts Problems.
- Installation and Service Procedures.
- 5) Service Bulletins & "Service Letter" Policies.
- 6) In-house Service Training.
- 7) Warranty Coverage Information.
- 8) General Service Policies.
- 9) Product Warranty Claim Procedures.
- 10) Defective Part Return Procedures.
- 11) Credits and Open Warranty Claims.
- 12) Extended Warranty Policies & Procedures.
- 13) Model/Serial Number Inquiries not available at www.myiaire.com.

- 14) Service Parts Orders.
- 15) Mis-shipped or New & Unused Parts Returns.
- 16) Freight damage claims.
- 17) Forms and Manuals.
- 18) **iAIRE** literature.

iAIRE promotes an open channel of communications as shown above. Should you ever experience any difficulty in having your questions answered **iAIRE** invites you to contact your **iAIRE** Sales Manager for further assistance.

Personal Injury and Property Damage Policy

It is important that **iAIRE** comply with the Consumer Product Safety Commission's regulations on Substantial Product Hazard Reports. In doing so, all personal injury claims, and property damage claims over \$5,000.00 should be reported immediately to **iAIRE** as described below.

Determining a Reportable Occurrence

Occurrences are not reportable unless one of the following results.

- 1. Personal injury or loss of life.
- 2. Property damage or economic loss exceeding \$5,000.00.

Reporting the Occurrence

Within 5 days after receiving notice of a reportable occurrence, the **CUSTOMER** should contact **iAIRE CUSTOMER** Service Department 1-844-348-9168.

All known facts of the occurrence should be reported. Even if detailed information is unavailable, there should be no delay in making the initial telephone report. A determination will then be made whether the nature of the occurrence requires further field investigation.

Continued Development Investigation

In certain cases, the **iAIRE** Legal Department may request that further investigation of the product related injury or property damage be conducted.

Limited Product Warranty

The **Limited Product Warranty** is a statement about **iAIRE**'s integrity as a designer and Manufacturer. Products manufactured and branded by **iAIRE** are warranted to be free from defects in material and workmanship under normal use and maintenance. The **Limited Product Warranty** is for a specified period as described in the **EFFECTIVE WARRANTY PERIOD** defined below.

EXCLUSIONS FROM THE LIMITED PRODUCT WARRANTY

Standard warranty does not cover:

- 1. Shipping, labor, or material charges.
- 2. Damages resulting from transportation, installation, or servicing.
- 3. Damages resulting from accident, abuse, fire, flood, acts of God, or alteration for any reason (tampering, altering, defacing, or removing the product serial number will also serve to void this warranty).
- 4. Damages resulting from use of the product in a corrosive atmosphere.
- 5. Damages resulting from inadequacy or interruption of electrical service or fuel supply, improper voltage conditions, blown fuses, or other like damages.
- 6. Cleaning or replacement of filters.
- 7. Damages resulting from failure to properly and regularly clean air and/or water side of condenser and evaporator.
- 8. Damages resulting from: (i) freezing of condenser water or condensate; (ii) inadequate or interrupted water supply; (iii) use of corrosive water; or (iv) fouling or restriction of the water circuit by foreign material or like causes.
- 9. Damages resulting from operation with inadequate supply of air or water.
- 10. Damages resulting from use of components or accessories not approved by **iAIRE** (vent dampers, etc.).
- 11. Unit relocation from its original installation site will void the warranty.
- 12. Parts not supplied or approved by **iAIRE**, or damage caused by said parts.
- 13. Increase in fuel or electric cost.
- 14. Failures or damages resulting from improper selection, installation, or application of equipment other than that which is specified in **iAIRE** Product information publications.
- 15. **iAIRE** provides **NO** warranty on any sale of **iAIRE DOAS** product where the **START-UP** has not been completed prior to the Warranty Claim.
- 16. Any sales of equipment, parts or services to a party located outside of the Continental United States (48 contiguous states) plus Hawaii.

Effective Warranty Period

The **EFFECTIVE WARRANTY PERIOD** is dependent on the type of product sold by **iAIRE** to the **CUSTOMER** as follows:

HVAC PRODUCT WARRANTY PERIOD

The EFFECTIVE WARRANTY PERIOD for iAIRE HVAC product such as AIRFLOW MONITORING PRODUCTS, econoDRY, ECONOMIZER PRODUCTS, ERV's and ACCESSORY products is twelve (12) months from the DATE of SHIPMENT by iAIRE to the original CUSTOMER. This EFFECTIVE WARRANTY PERIOD specifically DOES NOT include Solar HVAC ("Field Installed" & "Factory Installed" Commercial units and residential units), Humidimax, trueVAV, ultraDRY, and ultraGROW products.

IONIZATION and CONTROLS PRODUCT WARRANTY PERIOD

The EFFECTIVE WARRANTY PERIOD for all iAIRE IONIZATION and CONTROLS PRODUCT is thirty (30) months from the DATE of SHIPMENT by iAIRE to the original CUSTOMER.

ultraGUARD WARRANTY PERIOD

The **EFFECTIVE WARRANTY PERIOD** for all **iAIRE ultraGUARD** products is twelve (12) months from the **DATE of SHIPMENT** by **iAIRE** to the original **CUSTOMER**. The sole and exclusive remedy is the re-application, and/or repair of defective coating. There are no other remedies or warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

DOAS PRODUCT WARRANTY PERIOD

The EFFECTIVE WARRANTY PERIOD for iAIRE DOAS product such as trueVAV, ultraDRY, Humidimax and ultraGROW is the earlier of 1) twelve (12) months from the START-UP DATE which is performed by an iAIRE Factory Authorized Technician or 2) eighteen (18) months from the DATE of SHIPMENT of the DOAS product from iAIRE to the CUSTOMER.

Combination heating and cooling systems have only one **START-UP DATE** and therefore, warranty coverage begins on this date. It is expected that both heating and cooling cycles will be thoroughly tested at **START-UP** for correct operation.

If there is a failure of an **iAIRE DOAS** product or related parts prior to the **START-UP** of the **DOAS** unit, then **iAIRE** warranty coverage will include the parts and labor necessary to allow the **iAIRE** Factory Authorized Technician to perform the **START-UP** operation and commence operation of the **DOAS** unit. After the **START-UP DATE**, **iAIRE**'s warranty coverage will be limited to **ONLY** replacement parts. If **iAIRE** installed controls are removed from the unit, there will be **NO WARRANTY** on the **iAIRE DOAS** product.

SOLAR HVAC RESIDENTAL PRODUCT WARRANTY PERIOD

The **EFFECTIVE WARRANTY PERIOD** for an **iAIRE Brand Z Solar HVAC** residential unit for all parts shall be one hundred twenty (120) months from the **DATE of SHIPMENT** of the product by **iAIRE** to the original **CUSTOMER**.

The **EFFECTIVE WARRANTY PERIOD** for a **Solar HVAC** package added to another manufacturer's condenser unit provided to **iAIRE** by the customer shall be and one hundred twenty (120) months for compressors <u>only</u> from the **DATE of SHIPMENT** of the product by **iAIRE** to the original **CUSTOMER**.

The **EFFECTIVE WARRANTY PERIOD** for any other brand **Solar HVAC** package where **iAIRE** provides the condenser and **Solar HVAC** addition shall be one hundred twenty (120) months from the **DATE of SHIPMENT** of the modified product by **iAIRE** to the original **CUSTOMER**.

iAIRE's warranty coverage will be limited to replacement parts **ONLY**.

SOLAR HVAC "Field Installed" COMMERCIAL PRODUCT WARRANTY PERIOD

The **EFFECTIVE WARRANTY PERIOD** for an **iAIRE Solar HVAC** "Field Installed" Commercial unit that is installed at the **Customer**'s or **End User**'s location is twelve (12) months from the **START-UP DATE** which is performed by an **iAIRE** Factory Authorized Technician.

The **EFFECTIVE WARRANTY PERIOD** for the compressor on a **Solar HVAC** commercial "Field Installed" unit shall be sixty (60) months less the age of the HVAC unit as determined by the original installation date of the HVAC unit upon which the solar panel array, VFD and sensors are installed. So, for example, if the **Solar HVAC** commercial unit is "Field Installed" on a HVAC unit on January 1, 2022, and the original date of installation of the HVAC unit at the **END USER**'s location was July 1, 2019, then there would be an **EFFECTIVE WARRANTY PERIOD** for the compressor of thirty (30) months from the **START-UP DATE** of the **Solar HVAC** unit.

iAIRE's warranty coverage will be limited to replacement parts **ONLY**.

SOLAR HVAC "Factory Installed" COMMERCIAL PRODUCT WARRANTY PERIOD

The EFFECTIVE WARRANTY PERIOD for an iAIRE Solar HVAC "Factory Installed" Commercial unit that is installed at iAIRE's plant is eighteen (18) months from the DATE of SHIPMENT to the original Customer.

The EFFECTIVE WARRANTY PERIOD for the compressor on a Solar HVAC commercial "Factory Installed" unit shall be sixty (60) months from the DATE of SHIPMENT of the product by iAIRE to the original CUSTOMER.

iAIRE's warranty coverage will be limited to replacement parts **ONLY**.

The EFFECTIVE WARRANTY PERIOD for Stainless-Steel Drain Pans and Stainless-Steel Heat Exchangers installed in iAIRE DOAS units is twenty (20) years from the DATE of SHIPMENT by iAIRE to the original CUSTOMER.

The following two sections titled <u>Compressor Policy</u> and <u>Labor Allowance</u>

<u>Policy</u> apply <u>ONLY</u> to compressor and labor issues involving **DOAS** units sold by **iAIRE** to a **CUSTOMER**. These policies do not apply to any other **iAIRE** product.

Compressor Policy

DEFECTIVE HERMETIC COMPRESSORS

iAIRE CUSTOMERS are required to promptly file compressor warranty claims. Late compressor claims are subject not only to late filing fees but also claims reversal should the vendor warranty expire as a result of delayed filing. **iAIRE CUSTOMERS** are responsible for promptly returning compressors directly to the compressor vendor. Be certain the compressor is returnable, as additional fees apply if compressors beyond vendor warranty are returned.

Compressors for each Manufacturer should be consolidated onto skid loads, when possible, and returned at least once per month. Under no circumstance should any compressor be held more than one month. Any compressor returned improperly is subject to additional fees, freight, and reversal of claims credit.

Shipping Procedures for Hermetic Compressors

- 1. Include a copy of the claim form with each shipment.
- 2. Seal all open refrigerant connections to prevent any contamination or spillage. The shipment must be physically prepared to insure the safe, secure, and acceptable transport to the designated locations.

NOTE: Under no circumstances should a compressor be returned to the vendor that contains a positive charge of refrigerant. Units suspected of containing refrigerant will be refused and returned to the sender.

3. Bill of Lading and freight bill must list the number of pieces being shipped.

Bills of Lading must state:

A Gas or Liquid Compressor, Old, Used, Per item NMFC = 123275 Sub 2. Actual Value not exceeding \$1.50 per pound. Density not less than 30 lbs. per cubic foot.

Do not cover the nameplate on the compressor with paperwork or tags.

Warranty Claim Tags must be filled out completely with the following information, before full warranty credit will be given:

- Failed Model and Serial Number
- Install/Fail Dates
- Replacing Model and Serial Number
- 4. Ship the defective compressor to the appropriate address, collect, via carriers specified by **iAIRE** Customer Service.

iAIRE retains the right to refuse or adjust warranty credit to the **CUSTOMER** for any compressor return made in violation of the policy.

Scrapping Hermetic Compressors

Compressors authorized for scrapping must be in accordance with the following procedures.

- The compressor data plate must be retained for all scrapped compressors and may be requested by **iAIRE** through desktop audits.
- Compressors that are eligible for scrapping should not be returned to the vendor.
- Indicate failed compressor serial number and the new compressor serial number on the claim.

Scrapped compressors are to be properly disposed of within thirty days.

Scrapped compressors may not be sold for any purpose other than salvage value.

Start-Up and Labor Allowance Policy

START-UP and LABOR ALLOWANCE POLICY

iAIRE provides allowances for the reimbursement of specific repair costs relating to START-UP failure of its products as defined in the following sections. Labor allowance is only given up to the point when the START-UP is performed by an iAIRE Factory Authorized Technician. There is NO labor allowance warranty after the START-UP DATE is completed. All labor invoices must be itemized and iAIRE will NOT pay for any labor at a rate more than \$125 per hour. If a CUSTOMER believes that labor needs to be performed on an iAIRE product, then the CUSTOMER must get pre-approval in writing from iAIRE before the labor is performed. iAIRE MAY deny all labor and part claims from the CUSTOMER related to any labor not pre-approved by iAIRE.

Abnormal Product Defect Occurrence

In the event of an abnormal failure rate of components or parts, the Manufacturer of these components or parts may establish special terms that go beyond the standard warranty terms for the purpose of giving relief to equipment owners and/or handlers for excessive incurred costs. The Labor repairs during this period are defined as the labor required to replace or repair a defective component, assembly, or sub-unit, in lieu of replacing the entire unit or portion of the unit by **iAIRE**.

Combined efforts of the Manufacturer and **CUSTOMERS** are required to track the unit or component location, to correct the abnormal failure and to deliver prompt reimbursement to the affected parties. Notification of such an occurrence will be made by **iAIRE** and communicated in a "Service Letter" to Distribution.

Repairs made during this period are limited to replacement of the original defective compressor, labor, filter drier, and refrigerant.

DOA Start-Up Allowances

Labor allowances apply only to those situations where defects have occurred directly because of factory workmanship and/or materials. Reimbursement will not iAIRE PRODUCT WARRANTY MANUAL 9/29/23

be allowed in situations where damage has been sustained because of misapplication, transportation, or improper installation on the part of the installing contractor (see "Exclusions from the Limited Warranty").

START-UP failure iAIRE Will Pay For:

- Labor to repair/replace the defective component at normal service rates and not to exceed the maximum time allowed.
- Crane service allowance up to \$150.00 per failed compressor or 7.5 hp motor. All claims for crane allowances greater than \$150.00 must be supported by the rigging company's invoice.
- The time for replacement of liquid/discharge line driers is included with every refrigerant circuit leak or compressor replacement. Cost for line driers is approved and must be claimed as a parts warranty when replacing in conjunction with a leak repair or a compressor repair or replacement.
- Recovered non-contaminated refrigerant must be re-used in the refrigerant circuit, with exception to a severe compressor electrical burnout. Supplemental refrigerant added to the system will be credited at \$21.00 per pound for R410A.
- **iAIRE** retains the right to cap any payment rate without notice.

iAIRE Will Not Pay For:

- Labor on any compressor or refrigerant circuit leak where the appropriate line/discharge drier is not replaced in conjunction with the compressor repair/replacement or repair of the refrigerant leak.
- Labor at premium or overtime rates.
- Labor in excess of the maximum hours or rates allowed.
- Diagnostic labor time.
- Service charges, refrigerant recovery charges or service equipment rental charges. Mileage/travel reimbursement of any sort.
- Miscellaneous material such as solder, couplings, brazing alloy, nitrogen, oxygen, etc.
- Freight for replacement compressors or components.
- Taxes or other special fees incurred.
- Other Manufacturer's compressors or parts unless permission has first been authorized by your **iAIRE** Customer Service contact.
- Labor on all accessories.
- Labor for non-iAIRE Parts.

Note: Allowances for multiple repairs are not cumulative. Contact **iAIRE** Customer Service for guidance. Authorization for non-**iAIRE** part replacements must be obtained through **iAIRE** Customer Service.

Submitting Timely Claims

iAIRE requires that warranty claims be submitted on a timely basis. **CUSTOMERS** are requested to notify **iAIRE** as soon as a problem is discovered, and it is **iAIRE**'s intent to resolve and pay for all warranty liabilities on a current basis.

The **CUSTOMER** will start the **RMA** process by contacting **iAIRE** Customer Service. Customer service will work with the customer and discuss the steps necessary to either have the product repaired in the field or have the part exchanged for a new part. If a part exchange is happening, **iAIRE** will send the **CUSTOMER** a box with the new part in it. The box will have a return label with freight prepaid in the box. The **CUSTOMER** will put the bad part in the box and ship it back to **iAIRE**. It is important to provide this documentation in a timely manner or a claim may be denied. **iAIRE** retains the right to deny any claims if the requested documentation is not provided within 45 days of the date the part being sent to the customer.

iAIRE may charge a restock fee (minimum \$25.00) on all returns as follows:

Days from	Restock Fee
Shipment Date 0-359 Days	25%
>359 Days	100%

AUDITS

iAIRE, at its discretion, may conduct audits. The purpose of such audits would be to (1) determine that repairs were made in accordance with current **iAIRE Limited Product Warranty** policy and (2) all warranty policy and procedures have been followed throughout the distribution channel.

The number of documents requested will be based on claim volume following a standard statistical sampling method. The sample sizes, therefore, will be randomly selected and relatively small. **iAIRE** may request:

- **CUSTOMER** Credits.
- Proof of Installs.
- Compressor Data Plates.
- Equipment Data Plates.
- Sales Invoices for Service Parts Claims.
- Invoices or Service Work Orders.
- Bill of Lading Documents for compressor returns (The failed compressor serial numbers must be indicated on the bill of lading).

WARRANTY CLAIM STATUS

iAIRE does not send out a monthly warranty claims statement. It is the responsibility of the **CUSTOMER** to check the status of all submitted claims. If there are any questions regarding the status of claims, the **CUSTOMER** should contact **iAIRE** Customer Service for assistance.

Parts Policy

Use of iAIRE Parts

All replacement parts should be purchased from **iAIRE** unless otherwise authorized by your **iAIRE** Customer Service.

GENERAL PARTS POLICY and PROCEDURES

- **CUSTOMER** is responsible for collecting and holding all failed component parts for 30 days from credit and/or having in place a defined audit program that insures 1) the claimed component part is in fact defective and 2) the equipment listed on the warranty claim was in fact serviced.
- **iAIRE** reserves the right to refuse credit for components that are later found to be in working condition.
- Scrapped **iAIRE** components may not be sold for any purpose other than salvage value.
- **iAIRE** warrants **iAIRE** Service Parts for the 12-month period following their installation or remainder of the original equipment warranty whichever is greater. In the event of a replacement part failure within the warranty period, a new part will be furnished freight collect.
- A warranty claim must be properly completed documenting the failure before credit will be issued.
- There is no provision for labor allowances on any iAIRE service parts including replacement compressors.

PARTS RETURNS PROCEDURES

(Compressors excluded)

When **iAIRE** sends out replacement parts, **iAIRE** will create a prepaid shipping label to be used on the package(s) in which the defective product will be returned to **iAIRE** by the **CUSTOMER**. The defective product must be returned to **iAIRE** by the **CUSTOMER** within 30 days of the date that **iAIRE** sends the replacement part to the **CUSTOMER**.

At **iAIRE**'s discretion, **iAIRE** will perform audits to ensure compliance with parts policy and procedures.

iAIRE reserves the right to charge **CUSTOMERS** for any additional loss of value to **iAIRE** resulting from materials wrongfully scrapped.

iAIRE reserves the right to adjust or refuse credit for any claim submitted for defective components, which have been wrongfully scrapped. Moreover, **iAIRE** reserves the right to charge **CUSTOMERS** for any additional loss of value to **iAIRE**.

Service Letters & Concessions Policy

SERVICE LETTERS POLICY

A "Service Letter" is an official **iAIRE** correspondence signed by **iAIRE** Customer Service.

Service Letters are published to address specific issues outside the context of the **iAIRE Limited Warranty Policy**. In these cases, a Service Letter will serve to convey information regarding various subject matters such as:

- Labor allowance for a specific repair/replacement procedure.
- Epidemic failure notice relating to a certain equipment and/or component part.
- Technical notifications and field "rework" procedures.
- Changes in the standard warranty or allowance provisions.

The content of all **iAIRE** Service Letters implies **iAIRE**'s **Limited Warranty Policy** is in effect unless specifically stated otherwise in the letter. Should a Service Letter alter the **iAIRE** Limited Warranty Policy, the provisions will be clearly stated in the letter and will reference a control number to identify the addendum to the policy. Claims referencing a Service Letter must note the Service Letter control number on the claim form.

Product/Component Recalls

It may be necessary to recall specific components. Should **iAIRE** determine a need to recall any component for any reason, a special letter will be issued detailing the recall instructions.

CONCESSIONARY POLICY

Occasionally, an unusual circumstance may occur that is not specifically covered under **iAIRE**'s **Limited Standard Warranty**. These special occurrences resulting in out-of-policy warranty claims are expected to be infrequent. In these special situations, the **CUSTOMER** is expected to contact its **iAIRE** Customer Service contact to determine if a concession to the warranty policy is in order prior to filing a claim. If it is determined that **iAIRE** should approve the claim out-of-policy, then credit will be issued by **iAIRE**. The following circumstances always require **iAIRE** approval:

- 1. Equipment Change-outs, excluding coils
- 2. Non-**iAIRE** parts purchases
- 3. Coverage beyond the standard warranty policy

Equipment Change-outs

- Only an authorization by **iAIRE** Customer Service can approve an equipment change-out.
- All scrapped equipment must be communicated to **iAIRE** Customer Service.
- Once equipment is scrapped in the field, all related warranties are voided.
- The equipment data plate must be pulled and retained for all scrapped equipment; except when units are sent to iAIRE for engineer testing via field service request.
- Equipment data plates are subject to iAIRE audits.
- A warranty claim must be properly completed documenting the failure and referencing an RMA number.
- Scrapped equipment should be disposed of and removed from the installation site 30 days after credit has been issued.
- Scrapped equipment may not be sold for any purpose other than salvage value.

Use of Non-iAIRE Parts

In the case where **iAIRE** has issued approval to use a non-**iAIRE** part during an equipment repair, the following conditions will apply:

- **iAIRE** will credit for the purchase price of the replacement part.
- **iAIRE** will credit the cost of component towards a new unit.
- The sales invoice and an RMA number must be entered on the claim.
- Freight charges are the responsibility of the **CUSTOMER**.

NOTE: **iAIRE** will not be liable for any warranty coverage extended by any reseller of **iAIRE** product to the purchaser of **iAIRE** product that has not been documented explicitly in writing by **iAIRE**. The use or implication of the **iAIRE** name with any additional warranty or statement of coverage is strictly prohibited.

ORDER CANCELLATION POLICY

If a **CUSTOMER** desires to cancel an existing Purchase Order with **iAIRE**, the following policies shall apply:

- 1. For iAIRE products known as ultraDRY, Humidimax, ultraGROW, trueVAV and ERV, the CUSTOMER shall NOT be able to cancel the order once iAIRE has purchased the base unit to be used to fulfill the order from the manufacturer. However, if iAIRE can cancel the order for the base unit from the manufacturer, iAIRE shall invoice and the CUSTOMER shall pay a twenty percent (20%) cancellation fee of the original Purchase Order amount unless the manufacturer of the base unit invoices iAIRE a cancellation fee of greater than twenty percent (20%) of the original Purchase Order amount, in which case the cancellation fee invoiced by iAIRE and paid by the CUSTOMER shall be the manufacturer's cancellation fee.
- 2. For iAIRE products known as AIRFLOW MONITORING, econoDRY, IONIZATION, CONTROLS, MagnaDRYultra, ECONOMIZER, Solar HVAC Residential, and Modifications the cancellation fee invoiced by iAIRE and paid by the CUSTOMER shall be twenty percent (20%) of the original Purchase Order amount if the modification product has NOT been installed in the CUSTOMER's unit. If the modification product has been installed in the CUSTOMER's unit, then NO cancellation of the Purchase Order shall be allowed, and the CUSTOMER shall be responsible for the full amount of the Purchase Order.
- 3. For iAIRE products known as Solar HVAC Commercial where iAIRE has NOT purchased the base unit for the modification, the cancellation fee invoiced by **iAIRE** and paid by the **CUSTOMER** shall be twenty percent (20%) of the original Purchase Order amount if the modification product has not been installed in the CUSTOMER's unit. Where iAIRE has NOT purchased the base unit for the modification and the modification product has been installed in the **CUSTOMER**'s unit, then NO cancellation of the Purchase Order shall be allowed, and the **CUSTOMER** shall be responsible for the full amount of the Purchase Order. In cases where iAIRE has purchased the base unit for modification, the **CUSTOMER** shall **NOT** be able to cancel the order once **iAIRE** has purchased the base unit to be used to fulfill the order from the manufacturer. However, if iAIRE can cancel the order for the base unit from the manufacturer, iAIRE shall invoices and the **CUSTOMER** shall pay twenty percent (20%) of the original Purchase Order amount cancellation fee unless the manufacturer of the base unit invoices iAIRE a cancellation fee of greater than twenty percent (20%) of the original Purchase Order amount, in which case the cancellation fee invoiced by **iAIRE** and paid by the **CUSTOMER** shall be the manufacturer's cancellation fee.

4. For iAIRE products known as ACCESSORY there will be a cancellation fee of twenty percent (20%) of the original Purchase Order amount if the ACCESSORY product is an iAIRE supplied part that has NOT been installed in the CUSTOMER unit. If the ACCESSORY part is an iAIRE supplied part that has been installed in the CUSTOMER's unit, the CUSTOMER shall NOT be able to cancel the Purchase Order and shall be responsible for the full amount of the Purchase Order for the ACCESSORY part. If the ACCESSORY part is a manufacturer (Carrier, Lennox, etc.) supplied, then the CUSTOMER will be responsible for the entire cost of the ACCESSORY as iAIRE cannot return the parts to the supplier. Call iAIRE to discuss these ACCESSORY parts.