



LIMITED WARRANTY

S&P USA VENTILATION SYSTEMS, LLC

1. (a) **COMMERCIAL PRODUCT TWO YEAR PARTS WARRANTY** – S&P USA warrants to the original end user of this product that should this product prove defective due to improper workmanship and/or material under normal use for a period of two years from the date of installation, S&P USA will repair or replace, at its option, any defective part without charge for the part. Replacement parts are warranted for 30 days (Parts only). Complete Fans are warranted for the remainder of the original warranty period. Labor & other costs are not included.
- (b) **RESIDENTIAL PRODUCT FIVE YEAR PARTS WARRANTY** – S&P USA LLC warrants to the original end user of this product that should this product prove defective due to improper workmanship and/or material under normal use for a period of five years from the date of manufacture, S&P USA LLC will repair or replace, at its option, any defective part without charge for the part. Replacement parts are warranted for the remainder of the original warranty period.
- (c) **THIS WARRANTY DOES NOT INCLUDE LABOR** or other costs incurred for servicing, repairing, removing, installing, shipping or handling of either defective or replacement parts, or complete unit. Such costs may be covered by a separate warranty provided by the installer.
- (d) **EXTENDED 10-YEAR CORE WARRANTY** – During the third through tenth year from the date of installation, should the core prove defective due to improper workmanship and/or material, S&P USA LLC will repair or replace core, at no charge, which is warranted for the remainder of the original warranty period. **LABOR AND OTHER COSTS ARE NOT INCLUDED** – See (c) above.
- (e) **NOTICE.** To obtain warranty services and/or parts replacement, you must notify a qualified S&P USA dealer or contractor of any defect within the applicable warranty period.
2. Any defective part to be replaced must be made available to S&P USA LLC in exchange for the replacement part. You must present proof of the original purchase date of the product in order to establish the effective date of the warranty. Otherwise the effective date will be deemed to be the date of manufacture plus thirty (30) days.
3. **TO OBTAIN WARRANTY SERVICE**, please contact your dealer or contractor who installed this product. If your dealer or contractor needs assistance, the distributor is available for consultation, and S&P USA LLC supports these distributor's efforts. Otherwise, visiting the S&P USA website (SolerPalau-USA.com) may help and contacting Technical support as a last resort. Technical Support contact information is available on our website.
4. This limited warranty applies only while the unit remains at the site of the original installation (except for mobile home installations) and only to units installed within the continental United States, Alaska, Hawaii, Canada, Mexico and the Caribbean islands. This limited warranty applies only if the unit is installed and operated in accordance with S&P USA LLC's instructions and in compliance with applicable local installation and building codes and good trade practices.
5. **THIS WARRANTY DOES NOT COVER** damages caused by:
 - (a) accident, abuse, negligence, or misuse;
 - (b) operating the product in a corrosive atmosphere containing chlorine, fluorine or any other damaging chemicals;
 - (c) modification, alteration, repair or service by anyone other than an authorized S&P USA dealer or contractor;
 - (d) improper matching or application of the product or components;
 - (e) failure to provide proper maintenance and service to the product according to manufacturer's instructions;
 - (f) installation or operating of the product in a manner contrary to the instructions of the manufacturer;
 - (g) lightning, fluctuations in electrical power or other acts of God.This limited warranty also excludes all costs of installation, disconnection or dismantling the product, parts used in connection with normal maintenance such as filters or belts and owner-required maintenance. Consult the instructions enclosed with the product for information regarding recommended maintenance.
6. No one is authorized to change this LIMITED WARRANTY in any respect, or to create for use any other obligation or liability in connection with this product.
7. **YOUR ONLY REMEDIES ARE PROVIDED IN THIS LIMITED WARRANTY.** ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS HEREBY EXCLUDED AND DISCLAIMED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO A TERM OF ONE YEAR FROM THE DATE OF ORIGINAL INSTALLATION. UNDER NO CIRCUMSTANCES SHALL S&P USA VENTILATION SYSTEMS LLC BE LIABLE TO THE OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS PRODUCT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR OTHERWISE.
8. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental, special, or consequential damages, so the above limitations or exclusions may not apply to you.
9. This warranty gives your specific legal rights, and you may also have other rights that vary from state to state. This warranty is valid only in the U.S.A., Canada, Mexico and the Caribbean islands and is not transferable.

To file a claim, please visit <https://www.solerpalau-usa.com/sp-form/claims.html>.

Filing a claim does not guarantee coverage.