



LIMITED WARRANTY

Spray-Tech/Junair/Mercury Air, hereinafter the "Seller," warrants to the original end-user buyer, hereinafter the "Buyer," that the equipment manufactured by and purchased from the Seller, if properly installed in accordance with the Seller's Installation, Operation and Trouble Shooting Manual, operated and maintained under normal conditions, shall be free from defects in materials and workmanship for a period of one (1) year from the shipping date of the system. This limited warranty applies only to the original Buyer who acquired the parts, or equipment from the Seller, or the Seller's distributor. The obligation of the Seller and the Buyer's sole and exclusive remedy shall be limited to one of the following at the Seller's option:

- 1) The repair or replacement of defective parts or components of the equipment - provided the Buyer is responsible for the payment of all labor costs associated with the repair or replacement.
- 2) If the Seller is unable to repair or replace the defective parts, the Buyer will be entitled to a refund of the cost of the parts.

The Seller has no obligation under this Limited Warranty for ordinary wear and tear of the equipment and:

- A) If the equipment warranty information card is not completely filled out and/or not returned to Seller within 30 days of the completed installation.
- B) If installation of the equipment does not comply with local, state, and federal requirements or laws.
- C) If the equipment is not installed, started, and tested by a factory trained technician or a licensed and qualified electrician and/or HVAC contractor in accordance with Seller's installation instructions.
- D) The equipment is modified or altered in any way by any other person or organization.
- E) Seller makes no warranty of any kind with respect to parts manufactured or supplied by other persons or organizations, although the Seller will reasonably assist the Buyer in connection with warranties, if any, provided by an Outside Equipment Manufacturer (OEM).
- F) Any labor costs Buyer incurs in the process of removing a defective part and installing the replacement part.
- G) Damage caused by acts of God, such as Lightning, Earthquakes, Tornadoes and Storms of any kind.
- H) Any part or component, which has been abused or failed as a result of poor maintenance, installation or neglect.

Warranty Performance Procedures

If the Buyer believes the Seller may be responsible for the performance of any warranty obligations, the Buyer must immediately send written notice of a claimed defect and must refrain from further use of the affected equipment. No attempted repair of the claimed defect may be made without the prior written consent of the Seller. The Buyer is responsible for the cost of the replacement part and will be reimbursed for this part cost upon return of the part in question to the Seller's facility. In addition, the Seller will charge a "Good Part Testing Charge" if the returned part(s) functions as intended during Seller's test. The Good Part Testing Charge is sixty-five dollars (\$65) an hour with a thirty (30) minute minimum charge. The Buyer is responsible for shipping costs of the replacement parts to and from Seller's facility. Buyer shall obtain a Return Merchandise Authorization (RMA) number from Seller before returning any parts or complete units to Seller. Buyer agrees to write the RMA number on the outside of the package. Seller reserves the right to make improvements and repairs on product components which are beyond the warranty period at the manufacturer's option and expense, without obligation to renew the expired warranty on the components or the entire unit. Seller reserves the right to make improvements in design and material without any prior notice to the Buyer.

Disclaimers of Warranties

THE WARRANTY PROVIDED HEREIN IS THE ONLY WARRANTY MADE BY THE SELLER WITH RESPECT TO ITS PRODUCTS OR ANY PARTS THEREOF AND IS MADE EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, BY COURSE OF DEALING, USAGES, OF TRADE OR OTHERWISE, OR ANY OTHER OBLIGATIONS ON THE PART OF THE SELLER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY MODELS, DRAWINGS, PLANS, SPECIFICATIONS, AFFIRMATION OF FACT, PROMISES, OR OTHER COMMUNICATIONS BY THE SELLER WITH REFERENCE TO THE EQUIPMENT OR THE PERFORMANCE OF THE EQUIPMENT ARE SOLELY FOR THE CONVENIENCE OF THE BUYER AND SHALL NOT IN ANY WAY MODIFY THE EXPRESSED WARRANTIES AND DISCLAIMERS SET FORTH HEREIN. THE BUYER ACKNOWLEDGES IT IS PURCHASING THE EQUIPMENT SOLELY AS WARRANTED BY THE SELLER AS EXPRESSLY SET FORTH HEREIN. NO AGENTS OR OTHER PARTIES ARE AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF THE SELLER OR TO ASSUME FOR THE SELLER ANY OTHER LIABILITY OR OBLIGATION IN CONNECTION WITH THE EQUIPMENT.

Consequential Damages

The Seller will not be liable for any anticipated or lost profits, incidental or consequential damages, or any other losses or expenses arising from the purchase, installation, repair, use or misuse by the Buyer or third parties of the equipment (including any parts repaired or replaced), the breach of any warranties, the failure to deliver, delay in delivery, delay on nonconforming condition, or for any other breach of contract or duty between the Seller and the Buyer.

Limitation of Actions

Any action resulting from the breach of any warranty contained herein by the Seller must be commenced within one (1) year after the cause of action occurs. This limited warranty gives the Buyer specific legal rights, and the purchaser may also have other rights which vary from state to state. To the extent allowable under law, the Seller's liability for consequential and incidental damages is expressly disclaimed. Seller's liability in all events is limited to, and shall not exceed, the original purchase price. All sales and all agreements in relation to sales shall be deemed made at the manufacturer's place of business in Rialto, California. Any dispute arising from any sale or agreement shall be interpreted under the laws of the State of California. The controversy will be adjudicated in the competent Court of San Bernardino County, State of California.

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