

# Limited warranty

The following warranty applies to all CosaTron<sup>®</sup> products.

## What this warranty covers and for how long:

CosaTron<sup>®</sup> warrants its air purifier products ("Product") against defects in material and workmanship under normal use and service for a period of five (5) years after completion of installation, not to exceed 66 months from date of shipment, whichever occurs first. "Product" means any CosaTron<sup>®</sup> hardware purchased from CosaTron<sup>®</sup> or an authorized reseller. Products provided by CosaTron<sup>®</sup> shall function substantially in conformance with their published specifications. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. COSATRON<sup>®</sup> DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

CosaTron<sup>®</sup>, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product) during warranty period for parts return authorized by CosaTron<sup>®</sup>. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of CosaTron<sup>®</sup>.

This express limited warranty is extended by CosaTron<sup>®</sup> to the original end user purchaser purchasing the Product for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete warranty for the Product manufactured by CosaTron<sup>®</sup>. CosaTron<sup>®</sup> assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of CosaTron<sup>®</sup>. CosaTron<sup>®</sup> does not warrant the installation, maintenance or service of the Product.

CosaTron<sup>®</sup> is not responsible in any way for any ancillary equipment not furnished by CosaTron<sup>®</sup> which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment and all such equipment (as approved by CosaTron<sup>®</sup>) is expressly excluded from this warranty. Because each system which may use the Product is unique, CosaTron<sup>®</sup> disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

## What this warranty does not cover:

- A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- B. Defects or damage from misuse, accident, water, or neglect.
- C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, adjustment, or re-shipment and re-packaging. Repair of problems caused by physical damage, operator error, unauthorized alterations or attempted repair, static/lightning damage, or other natural or manmade disasters, including but not limited to:
  - A Product is subjected to unauthorized Product modifications, disassemblies or repairs (including, without limitation, the addition to the Product of non-CosaTron<sup>®</sup> supplied equipment) which adversely affect

performance of the Product or interfere with CosaTron's® normal warranty inspection and testing of the Product to verify any warranty claim

- Replacement of consumable parts or accessories, as defined by product, including but not limited to filters.
- Product which, due to illegal or unauthorized alteration to the Product, does not function in accordance with CosaTron® published specifications or with the acceptance labeling in effect for the Product at the time the Product was initially distributed from CosaTron.®
- Scratches or other cosmetic damage to Product surfaces that does not affect the operation of the Product
- Normal and customary wear and tear.

## How to get warranty service:

Purchaser must notify CosaTron's® Technical Support Center at [sales@cosatron.com](mailto:sales@cosatron.com) within the applicable warranty period and within thirty (30) days following the discovery of the defect.

## Warranty Service:

If it is not possible to accomplish warranty service during normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding CosaTron® observed holidays), or in the event purchaser specifically requests that warranty service be performed outside of CosaTron® normal working hours, purchaser agrees to pay for such services at CosaTron® standard service rates in effect. Maintenance Agreements are available for extended coverage. Returnee is responsible for shipping expenses related to warranty claim for shipment to CosaTron® and return of item. Returnee will be billed as per current CosaTron® inspection and testing rates for service on units determined not to be covered by Warranty. If returnee requests repair for damage not covered under warranty, returnee will be billed for parts and labor for repairs in addition to inspection and testing charges.

## Transfer of Product:

If purchaser transfers or relocates the Products, all obligations under this warranty will terminate unless purchaser receives the prior written consent of CosaTron® for the transfer or relocation. Upon any transfer or relocation, the Products must be inspected and certified by CosaTron® as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Purchaser will compensate CosaTron® for these services at the prevailing service rates in effect as of the date the inspection is performed. Any Product that is transported intact to pre-approved locations and is maintained as originally installed will remain covered by this warranty.

## Access to Facilities:

CosaTron® shall have full, free and safe access to the Product and purchaser's facilities, operation, performance and maintenance records for the Product, on each scheduled or requested warranty service visit. CosaTron® shall also have access to and use of any machine, service, attachment, features or other product necessary to perform the necessary service contemplated herein at no charge to CosaTron®.

Purchaser waives warranty service if it does not provide such access to the Product and purchaser's records and operations. Should CosaTron® be denied access to the Product and purchaser's records or operations at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by purchaser for "waiting time."

### **Limitations of Liability:**

This warranty sets forth the full extent of CosaTron's® responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at CosaTron's® option, is the exclusive remedy.

The liability, if any, of CosaTron® for damages whether arising from breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the Products is limited to an amount not to exceed the price of the Product giving rise to the liability. WHETHER ARISING FROM BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, IN NO EVENT SHALL COSATRON® BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS, LOST REVENUES, LOST SAVINGS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES.

### **Force Majeure:**

CosaTron® shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

<http://www.CosaTron.com>

**COSATRON®**, is a trademark or registered trademark of CRS Industries, Inc. and is used under license. ©2015 CRS Industries, Inc. All rights reserved.