



**The following warranty applies to all CirrusAir™ Technologies products.**

### **What this warranty covers and for how long:**

CirrusAir Technologies warrants its whole-home air purification products (“Product”) against defects in material and workmanship under normal use and service for a period of five (5) years after completion of installation or sixty-six (66) months from date of shipment, whichever occurs first. “Product” means any CirrusAir Technologies hardware purchased from CirrusAir Technologies or an authorized reseller. Products provided by CirrusAir Technologies shall function substantially in conformance with their published specifications. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. CIRRUSAIR TECHNOLOGIES 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.

CirrusAir Technologies, at its option, will at no charge, either repair the Product (with new or reconditioned parts) or replace it with the same or equivalent Product (using new or reconditioned Product) during warranty period for parts return authorized by CirrusAir Technologies. 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 CirrusAir Technologies.

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

CirrusAir Technologies cannot be responsible in any way for any ancillary equipment not furnished by CirrusAir Technologies 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 CirrusAir Technologies) is expressly excluded from this warranty. Because each system which may use the Product is unique, CirrusAir Technologies disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

### **What this warranty does not cover:**

- A. Defects and damage caused by the lack of routine maintenance as defined in the published CirrusAir Technologies Installation and Maintenance Guide located [here](#). Routine maintenance includes replacement of the filter a minimum of every six months with a CirrusAir Technologies approved replacement filter. **Replacing the filter with an unapproved filter will void the warranty.**
- B. Defects or damage resulting from use of the Product in other than its normal and customary manner.
- C. Defects or damage from misuse, accident, water, or neglect.
- D. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.

- E. 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-CirrusAir Technologies supplied equipment) which adversely affect performance of the Product or interfere with the CirrusAir normal warranty inspection and testing of the Product to verify any warranty claim.
  - Product which, due to illegal or unauthorized alteration to the Product, does not function in accordance with CirrusAir Technologies' published specifications or with the acceptance labeling in effect for the Product at the time the Product was initially distributed from CirrusAir Technologies .
  - 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 CirrusAir Technologies Technical Support Center at [info@cirrusairtech.com](mailto:info@cirrusairtech.com) within the applicable warranty period and within thirty (30) days following the discovery of the defect.

### **Transfer of Ownership of the Product:**

Warranty of product shall be in effect for the original installation in to a home. If the home is sold within the warranty period, the remaining warranty term will remain in effect.

### **Limitations of Liability:**

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

The liability, if any, of CirrusAir Technologies 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 CIRRUSAIR TECHNOLOGIES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, RESIDENTIAL LOSS, LOST PROFITS, LOST REVENUES, LOST SAVINGS OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES.

### **Force Majeure:**

CirrusAir Technologies 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.cirrusairtech.com>