

BIG ASS FANS POWERCOOL WARRANTY

The Warranty Period commences 15 days following shipment of the product, or on the date the product is installed (not to exceed 60 days after shipment is received), whichever date is later and whether or not use begins on that date. To obtain warranty service, you will be required to provide documentation verifying the date the product was received and installed.

WHAT IS THE PERIOD OF COVERAGE

HOUSING	PARTS
Lifetime	1 year

1. The Warranty period for any manufacturer defects or flaws to surface finishes is limited to 1 year.
2. Warranty information provided here applies to new units only.

WHAT IS COVERED?

This limited warranty is provided by Big Ass Fans of 2348 Innovation Drive, Lexington, KY, USA, and covers any original defects in materials or workmanship under normal use and maintenance that adversely affect the ability of the product to function properly when the product is operated correctly according to Big Ass Fans' written installation instructions, stored properly and operated pursuant to these instructions, and when such products are purchased directly from Big Ass Fans or a Big Ass Fans Authorized Dealer. This Limited Warranty is subject to all provisions, conditions, limitations, and exclusions described within this document. Under no circumstances will warranty coverage extend to products purchased through eBay, craigslist, or other internet auction or internet-based retail sites not approved by Big Ass Fans.

WHO IS COVERED?

This limited warranty extends to the original buyer and is non-transferable. To obtain warranty service, you will be required to provide documentation verifying the date the product was received and installed. This Warranty is only valid within the 50 states of the United States and the District of Columbia, and the 10 Canadian Provinces.

WHAT WILL BIG ASS FANS DO?

Within 30 days after receipt of a timely claim, Big Ass Fans shall have the option either to inspect the product while in Buyer's possession or to request Buyer to return the product to a specified service center at Buyer's expense for inspection. Big Ass Fans shall replace, free of charge, any product part it determines to be defective, and it shall ship the replacement part to Buyer F.O.B. point of shipment.

Big Ass Fans is not responsible for the cost of removal of the defective product or part, damages due to removal, or any expenses incurred in shipping the replacement part to or from the specified service center, or the installation of the replacement part.

The foregoing constitutes your exclusive remedy and the limit of liability for Big Ass Fans, and for any and all losses in connection with this product.

WHAT STEPS ARE REQUIRED TO OBTAIN WARRANTY SERVICE?

1. If the product is operating, immediately turn off.
2. Contact Big Ass Fans' Technical Support as soon after the issue is discovered as possible by:
 - a. Visiting the Big Ass Fans website and submitting a technical support form; or
 - b. Calling the Technical Support phone number listed for your region.
3. Once the Technical Support Representative has received your warranty claim, a case will be processed. In order to process this case, please have the following information available:
 - a. Your name, address, phone number, and installation address;
 - b. Product brand name, serial number, purchase price, and verification of product installation or premises possession date;
 - c. Detailed description of the problem you have experienced.
4. If the Technical Support Representative determines that the warranty claim is valid and that a replacement part is required, the Representative will process the claim and the replacement part will be shipped to you. Included in the shipment of the replacement part will be a Return Materials Authorization (RMA) number.

Your receipt of the replacement part constitutes your agreement to return the failed part to the Big Ass Fans service center within 15 days of the receipt of the replacement part delivery. If Big Ass Fans does not receive the original part, you will be invoiced for the retail cost of the replacement part, and you will be responsible for payment for the replacement part upon receipt of the invoice. Big Ass Fans reserves all rights it retains under law to collect the retail cost of the replacement part if the original is not returned as specified above.

TECHNICAL ADVICE AND RECOMMENDATION DISCLAIMER

Notwithstanding any past practice or dealings or any custom of the trade, sales shall not include the furnishing of technical advice or assistance or system design. Any such assistance shall be at Big Ass Fans' sole option and may be subject to additional charge.

Big Ass Fans' assumes no obligation or liability on account of any recommendations, opinions, or advice as to the choice, installation or use of products. Any such recommendations, opinions or advice are given and shall be accepted at your own risk and shall not constitute any warranty or guarantee of such



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CANADA
2180 Winston Park Dr
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844-924-4277

AUSTRALIA
35 French St
Eagle Farm, Brisbane
QLD 4009
1300 244 277

SINGAPORE
50 Ubi Crescent
#01-01 Ubi TechPark
Singapore 408568
65 6709 8500

products or their performance.

CONDITIONS

1. Big Ass Fans reserves the right to make the final determination, based on its own evaluation of the product and all its components, as to whether:
 - a. The problem in question is the result of a defect in design, workmanship, or materials, and not a result of error, misuse, or abuse on the part of the customer as set forth under the exclusions detailed in this Warranty;
 - b. Noise heard during operation is within normal operating levels, in which case this Warranty would be inapplicable. Note: Certain electrical, motor, or other operating noise may be impossible to eliminate due to the design and/or site conditions. Dissatisfaction with normal operating noise levels is not covered by this Warranty, and return of any products for this reason will be subject to Big Ass Fans' Return Policy.
 - c. Adverse site conditions, (including, but not limited to, excessive dust, heat, humidity, unstable electric or gas service, or any other unknown or unforeseen condition that affects the proper operation of the products) improper application, or improper installation is determined to be the basis for the failure.
 - d. The problem or defect is material and requires action under this Warranty; and
 - e. The remedy of repair, replacement, or refund is appropriate.
2. If Big Ass Fans determines, in its sole discretion, that the appropriate remedy under the Warranty is a refund, the refund amount will be limited to the price paid by the customer for the product alone, and under no circumstances will it include the cost of labor, shipping, handling, packaging, or any other incidental or consequential costs incurred or anticipated by the customer.
3. Big Ass Fans warrants that the parts replaced will operate properly and be free from defects in materials and workmanship for a period of 12 months from the date of shipment to the customer, or for the remainder of the original warranty period, whichever is longer.
4. A service fee, parts replacement fee, and shipping charges may be imposed if any product or part is returned for warranty service that is missing components or that has been modified in any way. Such fees and charges will vary based upon the actual material and labor costs necessary to replace missing or modified parts and to return the product to its original factory condition.

WHAT IS NOT COVERED (EXCLUSIONS)?

No other written or oral warranties apply, and no employee, agent, dealer, or other person is authorized to give any warranties on behalf of Big Ass Fans.

ATTENTION: Under no circumstances will Big Ass Fans be responsible for remedial work necessary to correct installation procedures by others that do not conform to those established by the instructions, codes, and standards described under items 2 through 3k below.

1. Units purchased from any entity other than Big Ass Fans or a Big Ass Fans Factory Authorized Dealer.
2. Units or components where the serial number or part number sticker has been removed or defaced.
3. Defects, malfunctions, failure or physical damage caused by unauthorized service/parts and improper installation, incorrectly used in combination with our or other substances, adverse site conditions (including, but not limited to, excessive heat, dust or humidity, unstable electric or gas service, or any other unknown or unforeseen condition that affects the proper operation of the products), mishandling, modifications, or damage while in your possession including failure to provide reasonable and necessary maintenance, which shall include, but not be limited to:
 - a. Failure to follow the required installation procedures specified in the Big Ass Fans-supplied installation instructions and in all other documentation supplied with the product and related equipment;
 - b. Failure to follow all relevant codes and ordinances including, but not limited to, any applicable electric codes or similar codes and other jurisdictional (including provinces and localities) local building codes;
 - c. Any modification or alteration of, or adjustment to the products, product control, and/or any disassembly of the major components of the products and product controls for any purpose whatsoever, including any attempt to diagnose and/or repair any problem, without prior written authorization from Big Ass Fans' Technical Support Department;
 - d. Misuse, abuse, accidents, unreasonable use, or Acts of God;
 - e. Incorrect electrical supply;
 - f. Improper service, use of replacement parts or accessories not specified by Big Ass Fans;
 - g. Failure to perform periodic maintenance as detailed in the instructions supplied with the product and provided on the Big Ass Fans website.
4. Consequential or incidental damages sustained by any person, entity, or structure as a result of any breach of these warranties, except where such damages may not be excluded by law.
5. Claims made for products that have not been paid for in full.
6. Damage caused by premises structural defects, structural movement or settlement, exposure to chemicals, salt water, acid rain or other corrosive elements, excessive humidity, and/or wind.
7. Normal changes to the finish caused by ordinary use or damage to non-factory applied finishes.
8. Damage or failure caused by subsection of the product to conditions outside its design limitations.
9. Defects reported more than 90 days from when they were discovered or should have been discovered.
10. With regard to electrical and electronic components provided by Big Ass Fans that comprise part of the product, Big Ass Fans relies on the determination by the original manufacturer as to whether the failure of such component was the result of a defect. If the manufacturer of such component determines that there was no defect and therefore refuses to cover it under warranty, Big Ass Fans likewise will not warranty such item unless Big Ass Fans determines that the failure of such electrical or electronic component was the result of a defect of design, workmanship, or material within some other part of the product.



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REPLACEMENT OR A REFUND ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS WARRANTY AND BIG ASS FANS IS NOT RESPONSIBLE FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental damages include but are not limited to such damages as loss of time and loss of use. Consequential damages include but are not limited to the cost of repairing or replacing other property which was damaged if this product does not work properly.

ADDITIONAL RIGHTS

The benefits given to you under this Warranty are in addition to and do not affect any other rights or remedies that you have under any law which relates to this product.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON BIG ASS FAN'S PART, AND BIG ASS FANS NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS. NO OTHER WARRANTY EXPRESSED OR IMPLIED, WHETHER OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OF ANY OTHER KIND, WHETHER OR NOT SIMILAR IN NATURE TO ANY PREVIOUSLY SPECIFIED, SHALL EXIST WITH RESPECT TO SUCH PRODUCTS, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED BY BIG ASS FANS AND WAIVED BY CUSTOMER. UNDER NO CIRCUMSTANCES SHALL BIG ASS FANS BE LIABLE FOR ANY LOSS, DAMAGE, COST OF REPAIR, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE, SALE, OR REPAIR OF ANY PRODUCTS PURCHASED FROM BIG ASS FANS, UNLESS SUCH DAMAGES CANNOT BE EXCLUDED BY LAW.

Big Ass Fans reserves the right to change this warranty at any time without advance notice.



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