



Limited Warranty

NovelAire Technologies LLC (“NTL”) warrants to the original buyer of its energy conservation wheels (ECW) and cassettes (the “Products”), subject to the conditions and exclusions set forth below, that the Products will be free from defects in material and workmanship. NTL specifically warrants that the structural integrity of the wheel medium will not fail solely due to exposure to saturated (humid) air streams, subject to the conditions and exclusions set forth below. NTL makes this Limited Warranty for a period of twelve (12) months from the date of shipment to the original buyer with respect to Desiccant wheels and cassettes, other than cassette belts, seals, and motors, as to which NTL makes this Limited Warranty for a period of ninety (90) days from the date of shipment to the original buyer. NTL’s sole obligation under this Limited Warranty is to repair or replace, at its option, free of charge to the customer (except as provided below), FOB factory, any Product determined by NTL (in its sole discretion) to be defective.

NTL’s Limited Warranty does not cover defects, reduced performance or failure caused, directly or indirectly, by improper installation, abuse, misuse, misapplication, improper maintenance, lack of maintenance, negligence, accident, or normal deterioration, including wear and tear. This Limited Warranty shall not apply to failures, defects, or reduced performance resulting, directly or indirectly, from use for any purpose other than desiccant dehumidification or from exposure to corrosive gases or liquids.

This Limited Warranty does not include costs for transportation (including, without limitation, freight and return freight charges, costs, and insurance), costs for removal or re-installation of parts or equipment, premiums for overtime, or labor for performing repairs or replacement made in the field. NTL is not responsible for damages occurring during transport of any product to or from NTL.

THE OBLIGATION AND LIABILITY OF NTL UNDER THIS LIMITED WARRANTY DOES NOT INCLUDE LOSSES, DIRECT OR INDIRECT, FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS LIMITED WARRANTY IS PROVIDED EXCLUSIVELY TO THE ORIGINAL BUYER OF PRODUCTS AND MAY NOT BE ASSIGNED OR OTHERWISE TRANSFERRED.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

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