

CONTROL SYSTEMS WARRANTY (US/CA)



BAFWorks®



Dewtect



SmartSense

Warranty period

Item	Period of coverage*
BAFWorks	1 year (parts)
Dewtect	1 year (parts)
SmartSense	1 year (parts)

*Warranty information provided here applies to new units only and does not pertain to refurbished units.

What is covered?

This Warranty covers any defects in materials or workmanship under normal use and maintenance that adversely affect the ability of the control system to operate properly when the product is installed correctly according to Big Ass Solutions' written installation instructions by a state qualified or licensed electrical contractor and operated pursuant to these instructions, and when such products are purchased directly from Big Ass Solutions or a Big Ass Solutions Authorized Dealer. This Limited Warranty is subject to all provisions, conditions, limitations, and exclusions described within this document.

Who is covered?

This Warranty extends to the original purchaser and subsequent owners, but only while the control system remains at the site of the original installation. This Warranty extends through the first installation of the control system and terminates if the control system is moved or reinstalled at a new location. This warranty is limited solely to products purchased directly from the Big Ass Solutions family of companies or from one of its authorized dealers. Under no circumstances will warranty coverage extend to products purchased through eBay, craigslist, or other internet auction or internet-based retail sites.

When does the Warranty Period begin?

The Warranty Period commences on the date the product is installed, or 15 days following shipment of the product, whichever date is earlier. To obtain warranty service, the customer will be required to provide documentation verifying the date the product was installed.

How long does the Warranty Period last?

The warranty period for the control system is one (1) year for parts.

What will Big Ass Solutions do?

1. During the Warranty Period, Big Ass Solutions will, at its option:
 - a. Repair or replace the affected components of any defective product;

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- b. Repair or replace the defective product. During the Warranty Period, with purchase of factory installation for a commercial installation, Big Ass Solutions will pay reasonable labor costs, as defined below, that you incur for repairing or replacing any defective components of the product at the installation location. Alternatively, Big Ass Solutions may, at its option, require return of the product to Big Ass Solutions for repair or replacement.

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

What are the steps required to obtain Warranty service?

1. Contact Big Ass Solutions' Technical Support Department as soon after the issue is discovered as possible by:
 - a. Calling 1-877-BIG-FANS (244-3267); or
 - b. Going online to www.bigassfans.com/technical-support and completing a Technical Service form.

Technical Support is open from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday–Friday, excluding major holidays. Every effort will be made to respond to all Technical Support requests within 24 hours of receipt.

2. 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.
3. 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 any shipping labels and documents needed to return the original part, including a Return Materials Authorization (RMA) number.

Note: Your receipt of the replacement part constitutes your agreement to return the failed part to Big Ass Fans 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 shipping, 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 and shipping if the original is not returned as specified on the previous page.

Conditions

1. Big Ass Solutions reserves the right to make the final determination, based on its own evaluation of the product and all 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 below;
 - b. Adverse site conditions (including, but not limited to, excessive dust, heat, humidity, unstable electric 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.
 - c. The problem or defect is material and requires action under this warranty; and
 - d. The remedy of repair, replacement, or refund is appropriate.
2. If Big Ass Solutions 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. With respect to replacement or repair rendered, Big Ass Solutions reserves the right to use replacement parts that are refurbished. Big Ass Solutions warrants that the parts replaced or repaired, whether or not they have been refurbished or are original equipment, will operate properly and be free from defects in materials and workmanship for a period of 90 days from the date of shipment to the customer, or for the remainder of the original warranty period, whichever is longer.

Return policy

Returns must be received within 90 days of shipment. The customer will be responsible for return freight charges. A restocking fee of 25% for unopened boxes and 50% for opened boxes applies to all returns.

What is not covered (exclusions)?

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1. Units purchased and used outside the USA and its territories or Canada.
2. Units purchased from any entity other than Big Ass Solutions or a Big Ass Fan Solutions Authorized Dealer.
3. Units or components where the serial number or part number sticker has been removed or defaced.
4. Defects, malfunctions, failure or physical damage caused by unauthorized service/parts and improper installation, adverse site conditions (including, but not limited to, excessive heat, dust or humidity, unstable electric 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 all relevant codes and ordinances including, but not limited to, the National Electric Code and state and local building codes; and
 - b. Failure to use properly all installation and mounting hardware supplied or approved by Big Ass Solutions.

ATTENTION: Under no circumstances will the Big Ass Solutions 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 4.a and 4.b above.

- c. Any modification or alteration of, or adjustment to the product and/or any disassembly of the major components of the product for any purpose whatsoever, including any attempt to diagnose and/or repair any problem, without prior written authorization from Big Ass Solutions' Technical Support Department;
 - d. Misuse, abuse, accidents, unreasonable use, or Acts of God;
 - e. Incorrect electric current, voltage, or supply.
5. 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.
 6. Claims made for products that have not been paid for in full.
 7. 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.
 8. Normal changes to the finish caused by ordinary use or damage to non-factory applied finishes.
 9. Damage or failure caused by subjection of the product to conditions outside its design limitations.
 10. Defects reported more than 90 days from when they were discovered or should have been discovered.

Definitions

"Operate properly" applies to mechanical, electrical, and structural functions only. No guarantee, unless and except by separate written agreement, is made regarding the dimensions or air movement generated or the appropriateness of the effectiveness of any product for its intended purpose or for the customer's particular application.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON BIG ASS SOLUTIONS'S PART, AND BIG ASS SOLUTIONS 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 WAIVED BY CUSTOMER. UNDER NO CIRCUMSTANCES SHALL BIG ASS SOLUTIONS BE LIABLE FOR ANY LOSS, DAMAGE, COST OF REPAIR, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE, SALE, OR REPAIR OF ANY PRODUCTS PURCHASED FROM BIG ASS SOLUTIONS, UNLESS SUCH DAMAGES CANNOT BE EXCLUDED BY LAW.

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

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