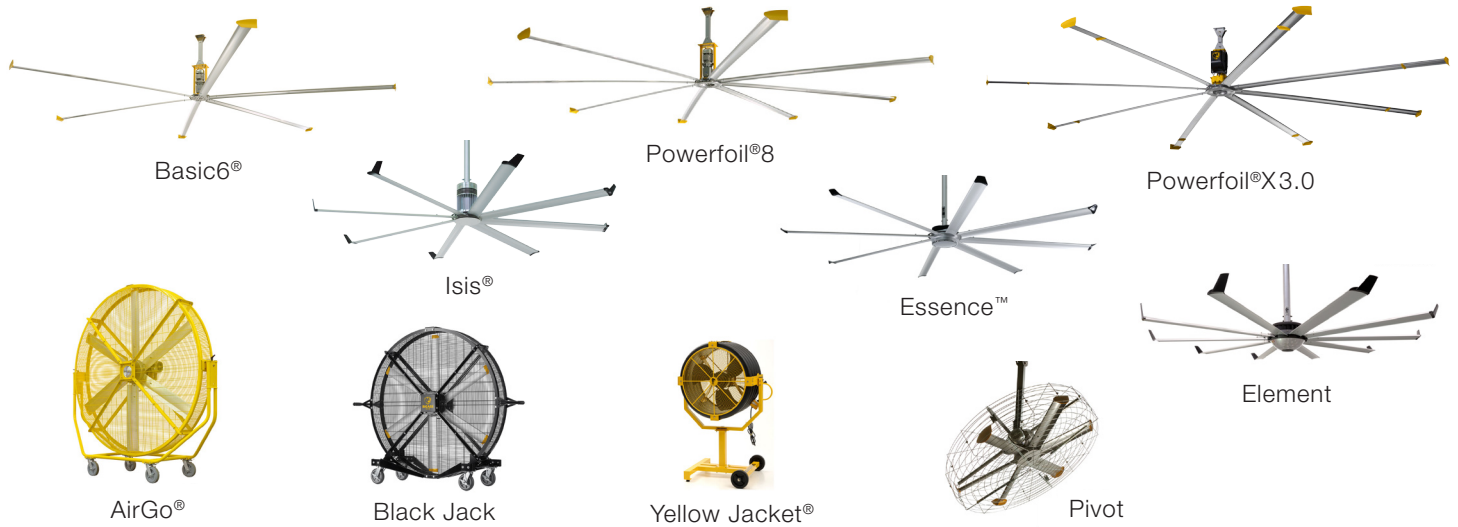


# BIG ASS SOLUTIONS WARRANTY (OUTSIDE US/CA)

This warranty is valid for products purchased and installed outside of the United States and Canada.



## Warranty period<sup>1</sup>

Fan Model	Parts	Hub and Airfoils
AirGo	3 years	Lifetime <sup>3</sup>
Basic6	12 years <sup>2</sup>	Lifetime <sup>3</sup>
Black Jack	3 years	Lifetime <sup>3</sup>
Element	5 years	Lifetime <sup>3</sup>
Essence	5 years	Lifetime <sup>3</sup>
Isis	5 years	Lifetime <sup>3</sup>
Pivot	3 years	Lifetime <sup>3</sup>
Powerfoil X3.0	7 years	Lifetime <sup>3</sup>
Powerfoil 8	12 years <sup>2</sup>	Lifetime <sup>3</sup>
Yellow Jacket	3 years	3 years

- Warranty information provided here applies to new units only and does not pertain to refurbished units.
- The first three (3) years are warranted at 100% and prorated thereafter.
- "Lifetime" means a period ending seven (7) years after Big Ass Solutions discontinues manufacturing the product, as such period is defined by Big Ass Solutions, but in no event shall this period be less than 12 years from the date that the Warranty Period commences, as defined above.

## What will we do?

- During the Warranty Period, Big Ass Solutions will, at its option and cost:
  - Repair or replace the affected component(s) of any defective motor, component, or accessory;
  - Repair or replace the defective product; or
  - Refund the price you paid for the product upon return of the product to Big Ass Solutions, shipping and insurance prepaid by you.
- Additionally, if you purchased your fan in Australia or Japan during the first 12 months of 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 a defective fan or any defective components of the fan at the installation location. For the labor cost warranty to apply, the work must be coordinated through the authorized Big Ass Solutions distributor in your jurisdiction. Alternatively, Big Ass Solutions may, at its option, require return of the fan to Big Ass Solutions for repair or replacement, shipping and insurance paid by the customer.

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## BIG ASS SOLUTIONS WARRANTY (OUTSIDE US/CA)

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 steps are required to obtain warranty service?

1. If the fan is operating, immediately turn off the fan.
2. Contact Big Ass Solutions' Technical Support Department as soon after the issue is discovered as possible by:
  - a. Calling 1-859-233-1271; or
  - b. Going online to [www.bigassfans.com/technical-support](http://www.bigassfans.com/technical-support) and completing a Technical Service form; or
  - c. Completing the Warranty Claim form and the Responsibility Agreement located in the back of the Installation Manual, and mailing the forms to Big Ass Solutions Technical Support Department, 2348 Innovation Drive, Lexington, KY 40511, or by faxing them to 859-967-1695. 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.
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 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 Solutions within 15 days of the receipt of the replacement part delivery. If Big Ass Solutions 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 Solutions 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.**

5. Obtaining service may involve contacting a contractor to remove, repair, or replace the fan, or to remove the fan and return it to us. The cost of labor incurred, for factory installed fans, to remove, repair, or reinstall the fans will be covered only during the first 12 months after the warranty becomes effective in Australia and Japan, and only pursuant to the terms of the definition of "Labor" below. For the labor cost warranty to apply, the work must be coordinated through the authorized Big Ass Solutions distributor in your jurisdiction.
6. If we ask you to ship the fan back to Big Ass Solutions for repairs or replacement, we will prepay the shipping and insurance for factory installed fans during the first 12 months after the warranty becomes effective; however, you will have to repackage the fan in such a way that there is no damage to the fan in transit. You will be sent any return shipment documentation necessary to help you return the fan to Big Ass Solutions.

Please be patient while we arrange for or undertake the necessary warranty service. We will provide you with regular status updates, as well as shipment dates, if appropriate, until your fan is back in service.

### Conditions

1. Big Ass Solutions reserves the right to make the final determination, based on its own evaluation of the fan 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. 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 fan design and/or site conditions. Dissatisfaction with normal operating noise levels is not covered by this Warranty, and return of any fans for this reason will be subject to Big Ass Solutions' Return Policy (see below).
  - c. 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.
  - d. The problem or defect is material and requires action under this warranty; and
  - e. The remedy of repair, replacement, or refund is appropriate.

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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.
4. A service fee, parts replacement fee, and shipping charges may be imposed if any fan 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 fan to its original factory condition.

### 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)?

1. Units purchased from any entity other than Big Ass Solutions, Big Ass Solutions Affiliated Companies in Australia or Asia, or a Big Ass Solutions 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, 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 the required installation procedures specified in the Big Ass Solutions-supplied Installation Manual and in all other documentation supplied with the fans 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. Failure to follow electrical engineering industry standards regarding the approved method of installing solid-state electrical equipment having the characteristics of the fan, the fan control, and their related components, even if such standards are not specifically referenced in any instructions or literature supplied by Big Ass Solutions;
  - d. Failure to use properly all installation and mounting hardware supplied 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 3.a through 3.d above.**

- e. Any modification or alteration of, or adjustment to the fans, fan control, and/or mounting and installation hardware and/or any disassembly of the major components of the fans and fan controls 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;
  - f. Misuse, abuse, accidents, unreasonable use, or Acts of God;
  - g. Incorrect electric current, voltage, or supply;
  - h. Failure to use fan controls supplied by Big Ass Solutions unless:
    - i. Big Ass Solutions' Technical Support Department has provided written permission prior to installation; and
    - ii. The fan controls are built, operated, and maintained according to specifications provided to and approved by Big Ass Solutions' Technical Support Department.
  - i. Failure to perform periodic maintenance as detailed in the Big Ass Solutions-supplied Installation Manual.
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 subjection of the product to conditions outside its design limitations.

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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 Solutions that comprise part of the products, including motors, motor drives, and variable frequency drives, Big Ass Solutions 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 Solutions likewise will not warranty such item unless Big Ass Solutions 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 products.

### Definitions

**NOTE: The “Labor” component of the Warranty is only applicable in Australia and Japan.**

1. “Labor” shall mean reimbursement by Big Ass Solutions to the Big Ass Solutions customer in whose building the product(s) are installed of all reasonable costs paid by the customer to an independent contractor employed to remove, dismantle, reassemble, or reinstall any of the warranted products during the first year that the product is in service. Big Ass Solutions may request proof of payment by the customer to the independent contractor of all the charges, and will reimburse the customer only to the extent of those charges that are determined by Big Ass Solutions, in its sole discretion, to be reasonable and necessary under the circumstances. Under no circumstances will labor reimbursement apply to:
  - a. Residential installations;
  - b. Installations where the product has been moved subsequent to its initial installation or where any of the other warranty exclusions apply; and
2. “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, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON BIG ASS SOLUTIONS’ 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 DISCLAIMED BY BIG ASS SOLUTIONS AND WAIVED BY CUSTOMER. UNDER NO CIRCUMSTANCES SHALL BIG ASS SOLUTIONS COMPANY 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 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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