

Bosch Fresh Air Damper LIMITED WARRANTY

MODELS COVERED

This limited warranty is provided by FHP Manufacturing Company ("FHP") and covers Bosch Fresh Air Damper (hereinafter referred to as "Product"). This warranty is provided to the original purchaser of the Product as long as the Product remains installed at its original place of installation.

WARRANTY COVERAGE

Limited Warranty

FHP warrants that the Product at the time of shipment by FHP shall remain free from defects in workmanship and materials for the shorter of five (5) years from proof of certificate of occupancy date, five (5) years from proof of certified start up date or six (6) years from date of manufacture, provided it is installed and properly maintained by a qualified and trained HVAC contractor and the other conditions of this warranty are met. If FHP determines that the Product has a defect in workmanship or materials, FHP, at its option, will repair or replace the defective part.

ITEMS NOT COVERED

This limited warranty does not cover the following circumstances:

1. Components or parts not provided by FHP.
2. Components or parts on which the tags or nameplates have been removed, altered or defaced.
3. Scratches in or discoloration of finishes.
4. Serviceable items and normal maintenance as required per the Installation and Maintenance Manual.
5. The workmanship of any installer. FHP disclaims and does not assume any liability of any nature for unsatisfactory performance caused by improper installation, repair or maintenance.
6. Any labor or material costs for removal, reinstallation, repair and replacement of the defective component or part.
7. Electricity or fuel costs, or any increases or unrealized savings in same, for any reason whatsoever.
8. Damage caused by excessive temperatures or pressures, fuel or gas explosion, electrochemical reaction, water and air impurities, electrical failures, use during construction, flooding or acts of God.
9. Any damage or failure resulting from the introduction of harmful chemicals, caustic fluids, or liquids detrimental to any unit component, including but not limited to improperly applied or maintained heat transfer fluids or chlorinated pool or spa water
10. Any damage or failure resulting from improper unit sizing.
11. Shipping charges, delivery expenses or administrative fees incurred by the purchaser in repairing or replacing the Product.

CONDITIONS OF WARRANTY

The warranty herein is void under the following circumstances:

1. Failure or malfunction resulting from improper or negligent operation, accident, abuse, freezing, electrical imbalance characteristics, misuse, unauthorized alteration, incorrect electrical supply, electrical surges, or improper installation, repair or maintenance. See the Installation and Maintenance Manual for installation and maintenance information.
2. Failure or malfunction resulting from any conditions within the structure, including mold and/or mildew and/or any chemical or toxin secreted there from or damage resulting from mold, fungus or bacteria.
3. Failure or malfunction resulting from a contaminated or corrosive air or liquid supply, the addition of unapproved chemicals, operation at abnormal temperatures, pressures or flow rates, opening of the refrigerant circuit by unqualified personnel or any attachment, accessory or component not authorized and approved by FHP. See the Installation and Maintenance Manual for installation and maintenance information.
4. Failure or malfunction due to misapplication or faulty building design or construction, including inadequate refrigerant levels, condensate drain, duct work design or installation.
5. Product on which payment to FHP is or has been in default.
6. Work performed without prior authorization or approval and without authorization/requisition number and without proper documentation verifying compliance with above terms.

LIMITED WARRANTY

OTHER THAN THE OBLIGATIONS OF FHP EXPRESSLY SET FORTH HERIN, **FHP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** FHP'S SOLE OBLIGATION WITH RESPECT TO THE PRODUCT AND PURCHASER'S EXCLUSIVE REMEDIES ARE SET FORTH IN THE FOREGOING LIMITED WARRANTY. **FHP SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES** INCLUDING, WITHOUT LIMITATION, INJURY OR DAMAGE TO PERSONS OR PROPERTY OR DAMAGES FOR LOSS OF USE, LOST PROFITS, INCONVENIENCE OR LOSS OF TIME.

NOTE THAT ANY REPAIRED OR REPLACED PRODUCT WILL BE WARRANTED FOR ONLY THE UNEXPIRED TERM OF THE ORIGINAL WARRANTY.

Some states do not allow the exclusion of limitation of damages, or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

WARRANTY CLAIMS PROCESS

If you have a warranty claim you should notify the contractor who installed your Product and ask that the contractor notify FHP Manufacturing Company, 601 NW 65th Court, Ft. Lauderdale, FL 33309. To process your claim, you will need a copy of your original invoice or other proof of purchase, the product serial number and documentation showing the original installation date and location. The alleged defective components or parts must be returned to FHP in accordance with FHP procedure then in force for handling goods returned for the purpose of inspection to determine cause of failure (contact FHP if you have questions regarding the return process). If FHP determines that the returned components and/or parts are defective and that this warranty applies, FHP will furnish the repaired or replacement components and/or parts to the contractor who installed your Product.

This Warranty applies to Product installed in the Continental United States and Canada only