JAN-AIR, INC.

5801 AMI DRIVE • RICHMOND, IL 60071

LIMITED WARRANTY AGREEMENT

WARRANTY LENGTH: 1 YEAR

This Agreement ("Agreement") is between the original purchaser ("You") and Jan-Air, Inc. ("Jan-Air") and applies to Jan-Air products ("Products") purchased directly from Jan-Air. This limited warranty extends only to You, the original purchaser, and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the Product from You. The Limited Warranty Period commences on the date of delivery from Jan-Air. Your packing slip showing the date of purchase of the Product is your proof of the date of purchase.

PRODUCT LIMITED WARRANTY

Jan-Air warrants that its Products will be free from defects in materials and workmanship for the Limited Warranty Period of one year. During the Limited Warranty Period, Jan-Air will, at its expense, at its option, and within a reasonable time: (i) provide replacement parts necessary to repair the Product; (ii) repair the Product or replace it with a comparable product; or (iii) credit the amount You paid for the Product upon its return. Replacement parts and Products will be new or serviceably used, comparable in function and performance to the original part or Product and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to You. Service work falling outside the warranty will be quoted to You before Jan-Air proceeds with the repair.

LIMITATIONS AND EXCLUSIONS

THIS LIMITED WARRANTY DOES NOT COVER, AND JAN-AIR IS NOT RESPONSIBLE FOR:

- DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, FIRE, THEFT, DISAPPEARANCE, MISPLACEMENT, FLUCTUATIONS AND POWER SURGES, RECKLESS, WILLFUL, OR INTENTIONAL CONDUCT;
- DAMAGES CAUSED BY USAGE THAT IS NOT IN ACCORDANCE WITH ACCEPTED INDUSTRY PRACTICES OR FAILURE TO PERFORM PREVENTIVE MAINTENANCE;
- DAMAGE TO SURROUNDING EQUIPMENT AND ASSETS; INJURY TO OPERATORS OR BYSTANDERS;
- DAMAGE CAUSED BY A PRODUCT OR PART THAT HAS BEEN MODIFIED TO ALTER FUNCTIONALITY OR CAPABILITY;
- DAMAGES CAUSED BY THE COMBINATION OF JAN-AIR PRODUCTS WITH OTHER NON-JAN-AIR PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS;
- MINOR IMPERFECTIONS THAT MEET DESIGN SPECIFICATIONS;
- COSMETIC DAMAGE OR EXTERIOR FINISH THAT DOES NOT AFFECT FUNCTIONALITY INCLUDING BUT NOT LIMITED TO SURFACE SCRATCHING/MARKING;
- DAMAGE CAUSED AS A RESULT OF IMPROPER TRANSPORTATION OR PACKING/PACKAGING WHEN RETURNING THE PRODUCT TO JAN-AIR.

INSTRUCTIONS FOR OBTAINING WARRANTY SERVICE

To obtain warranty replacement parts, repair, or credit:

- You must assist Jan-Air in diagnosing issues with your Product and follow Jan-Air's warranty processes;
- You must obtain warranty service(s) and diagnosis from Jan-Air. Jan-Air will not reimburse You for service performed by others or You;
- Upon diagnosis of a warranty issue, Jan-Air will issue You a Return Authorization Number (RMA). An RMA must be issued prior to returning the Product to Jan-Air;
- When sending a Product to Jan-Air, You must deliver the Product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection. You are responsible for properly packaging your Product, paying all shipping costs, insurance costs, loss or damage to the Product during shipping, and any other taxes, fees, duties or charges associated with transporting the Product to Jan-Air. YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR JAN-AIR PRODUCT DURING SHIPMENT TO JAN-AIR;
- After further diagnosis of the physical part, Jan-Air will notify You of the applicable warranty option(s).

DISPUTES CONCERNING THE LIMITED WARRANTY

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association or JAMS Dispute Resolution, in the discretion of Seller, to be held in Crystal Lake, Illinois, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Provided, however, the only exception to this exclusive procedure is with regard to enforcement of equitable remedies such as injunctive relief, which may be maintained by filing suit in the 22nd Judicial Circuit Court, McHenry County, Illinois. In the event of arbitration or litigation of this Agreement between the Client and the Company, Seller, provided it is the prevailing party to any litigation or arbitration, shall be entitled to recover from the non-prevailing party all of its expenses incurred, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of the litigation or arbitration.

LAST REVISED DATE: June 1, 2015