

## Warranty

### Limited Warranty

This Warranty is our promise that all Aria Vent Inc. (“**Aria**”) manufactured products (the “**Products**”) will be free from defects in materials and workmanship under normal service and use for which they were designed for a period of one (1) year from the Date of Purchase\* (the “**Warranty Period**”). If any defect covered under this warranty does appear within the Warranty period, Aria will take the steps described below to correct it. “Date of Purchase” is defined as the date of the original retail purchase.

### Who Is Covered

This Limited Warranty protects only the original purchaser and applies only when you purchase the Aria products for normal residential or commercial use from an authorized Aria dealer.

### What Aria Will Do

We will remedy a manufacturing defect in any of your Aria products as long you send a notice of the defect within the Warranty period (measured from the date of purchase). If you do notice a defect, it is important for you to act promptly and notify Aria support directly at [support@ariavent.com](mailto:support@ariavent.com)

When you notify the Aria support team, please provide us with reasonable proof of the date of purchase. After notification, it may be necessary for Aria to arrange for an inspection of your product to determine whether or not a defect exists.

If a defect does exist, it will be repaired. If Aria determines that repair is not possible or feasible, you will be supplied with a replacement piece of Aria products, if available, of the same or similar color, design, style and quality. If identical materials are not available at the time of repair or replacement, Aria reserves the right to substitute materials of equal quality. You will not be charged for any repair services or for the new replacement products. The repair or replacement of the Aria products does not extend the duration of the Warranty period nor begin a new Warranty period.

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### Limitations on the coverage of our One Year Warranty

While we believe our Limited Warranty is a fair one, there are some limits to it. Any of the following things reduce our responsibility under this Warranty:

#### Original Purchaser

This Warranty applies only to the original purchaser of the Aria products. By “original purchaser” we mean the first purchaser who takes pays for the products, otherwise known as the “end consumer.”

#### Improper Care and Use

Your Aria products require specific installation instructions and regular care. This limited warranty does not warrant Products that have been;

- (a) tampered with, improperly maintained or repaired;
- (b) improperly stored or installed;
- (c) re-painted products
- (d) used in a manner that does not accord with the installation guide, and specifications provided by Aria;
- or (e) damaged by an Act of God, including lightning, flooding, weather, earthquake, or other natural disaster or phenomena.

Aria shall not be liable for any costs (including costs of removal and replacement), liabilities, lost profits or any other general, special, incidental or consequential damages incurred in connection with the use of the Products if such use does not comply with Aria’s recommended uses and applications as specified in the instruction guide, and specification sheets available at [ariavent.com](http://ariavent.com).

#### Accidents, Abuse, Normal Wear and Tear

This Warranty does not apply if an inspection by Aria or an authorized Aria dealer reveals that product damage results from abuse, normal wear and tear, improper installation/placement, combination/joining with 3rd party components, exposure to extreme conditions, outdoor use, or accidents, including without limitation burns, cuts, cracks, tears, scratches, scuffs, stains, indentations, rust or exposure to chemicals, moisture, direct sunlight or very high/low humidity. Aria products or finishes are not warranted for outdoor use, or in high-moisture areas.

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### **HVAC System Exclusion**

This limited warranty does not warrant damages to any HVAC system, furnace, electrical system, or any other mechanical damage or extra labour incurred in fixing the damage arising from or in any way connected with the product. It is the responsibility of the buyer to ensure that the products are compatible with their HVAC system.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall Aria be liable under any laws or form of action (including but not limited to contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, consequential or exemplary damages (including but not limited to lost profits, loss of revenue, lost data, or cost of substitute goods) arising out of or related to the Products, even if Aria had notice of the possibility of such damages. To the maximum extent permitted by applicable law, in no event shall Aria's total liability for any and all claims arising out of or related to the Product, exceed direct damages capped at the amounts paid for the Product.

### **Disclaimers of Warranties**

This limited warranty is exclusive, and to the maximum extent permitted by applicable law, Aria makes no other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose in connection with the use of the Product. This warranty covers Products sold "as-is".

The information on Aria's website is provided as an information service. Aria does not warrant the accuracy of such information.

### **Claiming Your Limited Warranty**

To make a claim under this limited warranty, the owner of the Product must notify Aria of their intention to make a claim by contacting [support@ariavent.com](mailto:support@ariavent.com) and outline the specifics of their claim along with a proof of purchase. Aria will have no obligations under this Limited Warranty if it determines in its sole discretion after inspecting the returned Product that the Product does not meet the requirements of this



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limited warranty. After receiving notice of a defect or fault in an Aria product, Aria will require a reasonable period of time in which to make the necessary adjustments.