Kale FANS WARRANTY

Kale Fans warrants the Products listed in the table below will be free from defects in materials and workmanship under normal use and maintenance for the applicable Warranty Period. Other than the Warranty set forth in this document, no other written or oral warranties apply, and no employee, agent, dealer, or other person is authorized to give any other warranties on behalf of Kale Fans.

START DATE OF WARRANTY COVERAGE

The warranty period depends on the country of sale. Please consult your local sales and technical support manager for details. The nameplate and photo of physical object should be provided to confirm the warranty period in order to obtain warranty service.

PRODUCTS COVERED BY THIS WARRANTY AND APPLICABLE WARRANTY PERIODS

Fan Range	Warranty of the Whole machine		
Eurus III	3		
Eurus II	3		
Zephyrus	3		
Zephyrus S	3		
Airfree	3		
Airmove I	3		
Airmove II	3		
Aircool	3		

EXTENDED WARRANTY OPTIONS

Fan Range	Extended Whole machine Warranty Price per year	Max Years Available for Purchase	Max Whole machine Warranty with Extended Whole machine Warranty Purchase
Eurus III	Current year's price*10%	3	10
Eurus II	Current year's price*10%	3	10
Zephyrus	Current year's price*10%	3	10
Zephyrus S	Current year's price*10%	3	10
Airfree	Current year's price*10%	3	10
Airmove I	Current year's price*10%	3	10
Airmove II	Current year's price*10%	3	10
Aircool	Current year's price*10%	3	10

Extended warranty purchases are available within 90 days from the date of purchase.

WHAT IS COVERED?

This Warranty is provided by Kale Fans of No. 1588, Maixin Road, Songjiang District, Shanghai, China, and covers any defects in materials or workmanship under normal use and maintenance that adversely affect the ability of the fan to operate properly when the product is installed correctly according to Kale Fans' written installation instructions by a state-qualified or [licensed] electrical contractor and operated pursuant to these instructions, and when such fans are purchased directly from Kale Fans or a Kale Fans 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 fan remains at the site of the original installation. This Warranty extends through the first installation of the fan and terminates if the fan is moved or reinstalled at a new location.

WHAT WILL KALE FANS DO?

During the Warranty Period, Kale Fans will, at its option and cost:

Repair or replace the affected components of any defective product;

Repair or replace the defective product.

WHAT STEPS ARE REQUIRED TO OBTAIN WARRANTY SERVICE?

1. If the fan is operating, immediately turn off the fan.

2. Contact Kale Fans' Technical Support as soon after the issue is discovered as possible by:

Notification for the User: Please preserve the situation at the scene and provide videos and pictures as per the following requirements at the earliest:

- Video: Include the nameplate of the control cabinet, error codes, and a detailed description of the problem.
- Picture: Current site conditions, clear images of the control cabinet nameplate, and the fan.
- Detailed description of the problem you have experienced.

Please send the above content to <u>aftersales@kalefans.com</u>.

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.

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. Kale Fans reserves the right to make the final determination, based on its own evaluation of the fan and all its components, as to whether:

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 in this Warranty;

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.

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. The problem or defect is material and requires action under this Warranty; and

The remedy of repair and replacement is appropriate.

2. Kale Fans warrants that the parts replaced or repaired, they have been are original equipment, will operate properly and be free from defects in materials and workmanship for the remainder of the original warranty period from the date of shipment to the customer.

WHAT IS NOT COVERED (EXCLUSIONS)?

No other written or oral warranties apply, and no employee, agent, dealer, or other person is authorized to give any warranties on behalf of Kale Fans.

ATTENTION: Under no circumstances will Kale Fans 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 below.

1. Units purchased from any entity other than Kale Fans or a Kale Fans Factory Authorized Dealer, units are installed by personnel other than the original manufacturer or factory-authorized dealers.

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 Kale Fans-supplied installation instructions 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 Kale Fans;

d. Failure to use properly all installation and mounting hardware supplied or approved by Kale Fans;

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 Kale Fans' 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 Fans unless:

Kale Fans' Technical Support Department has provided written permission prior to installation; and

i The fan controls are built, operated, and maintained according to specifications provided to and approved by Kale Fans' Technical Support Department.

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.

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

REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS WARRANTY AND KALE FANS IS NOT RESPONSIBLE FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Incidental damages include but are not limited to such damages as loss of time and loss of use. Consequential damages include but are not limited to the cost of repairing or replacing other property which was damaged if this product does not work properly.

DEFINITIONS

1. "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. Big Ass Fans does not warrant or guarantee ion levels nor the elimination of any particular pathogens or microbes when ion technology is incorporated into the fan system, as operating conditions are outside of our control.

2. "Whole machine" shall mean the sum of mechanical and electrical components supplied by Kale Fans.

3. "Mechanical" shall mean mechanical components provided by Kale Fans that comprise part of the products, including the gearbox, fan hub, motor frame, mounting, airfoils, and winglets.

4. "Electrical" shall mean electrical and electronic components provided by Big Ass Fans that comprise part of the products, including motors, motor drives, variable frequency drives, and any standard controller or accessory. Kale Fans reserves the right to change this warranty at any time without advance notice.