



# LIFETIME WARRANTY

If you need to register a warranty for your new Attic Breeze products click [here](#).

With all metal zincalume alloy construction, commercial-grade monocrystalline solar panels, and UltraFlo® design technology, Attic Breeze manufactures the highest quality, most durable solar attic fans available. We manufacture our products right here in the USA from the best domestic and foreign materials we can source

because American manufacturing matters when it comes to long lasting product performance. Unlike the "overseas" made products you might find in a retail store, we never use plastic materials or discount parts because we

believe in making a professional-grade product that is engineered to last a lifetime, even if that means it may cost a little more to make. Offering solar powered ventilation products that are both third-party tested and windstorm certified, we stand behind our quality workmanship with an industry leading lifetime warranty.

## What does it **COVER?**

- **Motor:** motor brushes, bearings, and any manufacturer defects
- **Solar Panel:** electrical issues, solar cells, and any manufacturer defects
- **Thermal Control/Fire Safety Switch:** any manufacturer defects
- **Fan Blade:** any manufacturer defects
- **Flashing and Hood:** welds, mechanical locks, and any manufacturer defects
- **Every part of your solar attic fan is covered for as long as you own it**

## What is not **COVERED?**

- **Physical Damage:** (ex. dropping the fan off the roof during installation)
- **Modifications:** (ex. rewiring the fan)
- **Nature:** (ex. tree limbs falling on the fan, lightning strikes, etc...)
- **Rodent Damage:** (ex. chewed wires or bent fan blades)
- **Cosmetic Issues:** (ex. paint scratches, etc...)
- **Basically only those things that are not related to product quality**

# TERMS & CONDITIONS

Attic Breeze, LLC (hereafter known as “Manufacturer”) offers a standard “limited lifetime warranty” to our residential customers and a twenty-five (25) year warranty to commercial customers. Manufacturer herein warrants its solar powered ventilation product(s) to be free from defects in workmanship, parts and/or materials as defined below for a term that shall remaining in effect for as long as the original end-use Residential Customer owns the property where the product is installed. The effective warranty term for products installed on Commercial Property shall be a period of twenty-five (25) years from the date of installation. Manufacturer’s warranty is a full component (parts) warranty (motor, solar panel, and fan housing) and shall explicitly not cover any labor expenses that may be incurred by the customer in the event that a warranty claim is made.

The following definitions shall apply in this warranty statement:

- The term “Defects” is defined as imperfections that impair the functionality of the product.
- The term “Residential” is defined as single-family homes (dwellings) only.
- The term “Commercial” is defined as businesses, multifamily homes, utilities, industrial, agricultural, government facilities, military and/or any applications other than those that are explicitly a single-family home property or dwelling.
- The term “Customer” is defined as original end-use purchaser who registered the property address where the product is installed.

Manufacturer’s warranty is extended to the original end-use Customer only and only to that Customer whose name, address, and contact information appear on the original online registration. Warranty registration shall only be deemed valid when registered information provided for the Residential or Commercial Customer has been provided in full (installation address, property owner information, product model, and installation date) as requested on Manufacturer’s online warranty registration form. Warranty is explicitly not extended to the sales agent, dealer, distributor, or installer of the product. Manufacturer’s warranty which is extended to either Residential or Commercial Customers is non-transferable. Warranty is only valid for the original registered end-use Customer and the original registered location where the product was installed. No other party or entity, including, without limitation, subsequent purchasers of the property where the product was originally installed, or subsequent owners of the product shall have or be entitled to assert any rights or benefits herein.

Customer must register their warranty within ninety (90) days of installation of the product on their property. It is the Customer's responsibility to register the product using Manufacturer's online warranty registration form within ninety (90) days of completed installation.

The terms and conditions of this warranty do not extend to misuse, improper installation, scratching, windstorms, tornadoes, flooding, fire, modification, vandalism, negligence, neglect, abuse, alterations, exposure to extreme weather conditions, lightning strikes, or any other act of God, other causes beyond the control of Manufacturer or the installer, dealer, roofer, distributor, or individual, physical damage to product, damage caused by transportation, or damage resulting from installation of product, including fading of the product finish, which is considered normal wear and tear. ANY ALTERATIONS OF THE PRODUCT SHALL VOID THIS WARRANTY.

Manufacturer's warranty is subject to proper installation of the product in accordance with Manufacturer's provided installation instructions. Customer is responsible for any and all damages resulting from either the installation process or the installation of the product itself. Manufacturer will not be liable for any special, incidental or consequential damages in any way related to, or arising out of, defects in, or damage to, the product itself.

All warranty claims require issuance of a Return Authorization Number (RAN), which may be obtained from Manufacturer prior to returning any merchandise. Any products or parts received by Manufacturer without a Return Authorization Number shall be discarded without liability to Manufacturer. Should any product(s) or product part(s) under warranty claim be determined by Manufacturer to be defective, said product(s) or product part(s) shall be either repaired or replaced and returned to the warranty holder within a reasonable time free from defects. IT SHALL BE AT THE SOLE DISCRETION OF MANUFACTURER TO EITHER REPAIR OR REPLACE A DEFECTIVE PART UNDER WARRANTY CLAIM. If Manufacturer provides a repaired replacement product, the warranty on the replacement will last only for the balance of the original product warranty period and conditions. Any "new" part or product provided under claim of warranty by the Manufacturer to the Customer shall be considered as satisfying in full the Manufacturer's obligation to the terms and conditions of this warranty as applied to said claimed product or product part. Manufacturer explicitly does not warrant any labor, shipping, service fees or applicable taxes incurred by Customer for the replacement, repair, removal, return, re-installation, exchange of any product(s) or product parts(s) claimed under the terms and conditions of this warranty.

IN NO EVENT SHALL MANUFACTURER'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE FOR THE PRODUCT AND UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL DAMAGES OF ANY NATURE WHATSOEVER.

EXCEPT AS SPECIFICALLY STATED IN THE PARAGRAPHS ABOVE, PRODUCTS ARE SOLD "AS IS", MANUFACTURER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Manufacturer reserves the right to modify, alter, and/or improve any products or product parts without notice to Customer and without incurring any duty or obligation to modify, alter, improve, and/or replace any of the products covered within this warranty agreement. Additionally, Manufacturer reserves the right to modify, alter, and/or change the warranty agreement itself without notice to the customer.

This warranty agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of law rules, and the United States of America. Any dispute arising by, through, or under the subject matter of this Agreement shall be finally settled by arbitration in a venue at the discretion of the Manufacturer, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. By agreeing to be bound by these terms of service, you agree you will not consolidate your claims against the Manufacturer with any other individual, will not seek a class action treatment for any claims you may have against the Manufacturer, and you will not participate in a class action against the Manufacturer. If at any time, you are made a member of a class in any proceeding against the Manufacturer you will "opt out" at the first opportunity, and should any third party pursue any claims on your behalf, you must waive your right to monetary recovery.

THE WARRANTY SET FORTH IN THE PRECEDING PARAGRAPHS AND THE OBLIGATIONS AND LIABILITIES OF MANUFACTURER THEREUNDER REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER REMEDIES, WARRANTIES, GUARANTIES OR LIABILITIES, EXPRESS, IMPLIED OR CONSEQUENTIAL, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY CUSTOMER. MANUFACTURER DOES NOT OFFER OR IMPLIES ANY OTHER WARRANTIES WHICH EXTENDED BEYOND THE DESCRIPTION GIVEN HEREIN ABOVE AND NO

REPRESENTATION, ARRANGEMENT, OR AGREEMENT NOT APPEARING HEREIN SHALL BE BINDING ON THE MANUFACTURER. THIS WARRANTY SETS FORTH THE PARTIES FINAL, COMPLETE, AND EXCLUSIVE AGREEMENT CONCERNING THE PRODUCTS AND MANUFACTURER'S WARRANTY OBLIGATION.

## **Attic Breeze, LLC**

1370 FM 116

Gatesville, TX 76528

Customer Support

Monday-Friday 9AM-5PM CST

(877) 288-4234

[support@atticbreeze.net](mailto:support@atticbreeze.net)