

Annexair Standard Limited Warranty – August 2014

FOR-V-027

GENERAL

Annexair Inc. (hereinafter referred to as “Annexair”) warrants products manufactured by it to be free of defects in material and workmanship under normal use and service for a period of twelve (12) months from start-up or eighteen (18) months from the date of invoice, whichever occurs first. Annexair’s obligation under this warranty is limited to repair or replace of any part(s) of Annexair unit’s which after Annexair’s examination shall disclose to its satisfaction to have been defective. THIS WARRANTY DOES NOT COVER LABOR, DIAGNOSING (TROUBLESHOOTING), PREMIUM FOR OVERTIME, TRANSPORTATION, OR ANY OTHER COSTS ASSOCIATED WITH REMOVAL OR REPLACEMENT OF DEFECTIVE PART(S) COVERED UNDER THIS WARRANTY. THE REPLACEMENT OF A SECOND FAILURE OF THE SAME PART WILL NOT BE COVERED UNDER ANY CIRCUMSTANCE FOR THIS STANDARD AND ALL EXTENDED WARRANTIES. Annexair considers equipment original start-up when the unit and/or fans are started for operation regardless of: -when the building may be ready for operation, -duct work not yet completed, -building management system (BMS) not yet completed, -unit balancing not yet completed.

No warranty liability whatsoever shall attach Annexair until Customer’s complete order has been paid for in full and Annexair’s liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective.

REPLACEMENT PART POLICY

This Standard Warranty only applies when the Annexair equipment serial number and the defective part(s) serial number are given at the time of request for replacement. Depending on the type of part(s) deemed defective, Annexair may: - insist to return defective part(s) to the Annexair Factory or Annexair USA with an assigned Return Material Authorization (hereinafter referred to as “RMA”), or - contact the part(s) supplier directly which will assign a RMA and process the part(s) as per their warranty claim procedures, or - discard defective part(s) by following local disposal codes. **Unless otherwise stated, all freight charges on warranty repairs or replacements are the responsibility of the customer.**

For part(s) requested to return to the Annexair Factory, Drummondville, Quebec, or Annexair USA, Allentown, PA, the customer will be required to submit an RMA Form (FOR-V-011) which is available on Annexair’s website (annexair.com) under the Resources & Tools/e-Forms section. The return of defective part(s) will only be allowed once a RMA number has been issued by Annexair.

When part(s) are returned from the USA to the Annexair Factory, Drummondville, Quebec, a Commercial Invoice Form (FOR-V-029) will also be required for shipment. This form will be provided by the Annexair Service Department.

EQUIPMENT START-UP POLICY

For warranty purposes, equipment start-up must be performed by a qualified personnel, who will require to send the Equipment Start-up Form (FOR-V-030) to the Annexair Factory, Drummondville, Quebec within twenty one (21) days from the start-up date. This form must be completed online on Annexair’s website (annexair.com) under the Resources & Tools/e-Forms section. We recommend printing a copy which can be used during the field start-up day, and transcribing the information

on the online form afterwards. Take note that all Annexair equipment start-ups must be performed within six (6) months from the date of invoice. If the equipment is scheduled to start after six (6) months from the date of invoice, the customer is responsible for informing the Annexair Factory Service Department by completing the Delayed Start-Up Form (FOR-V-025) which is also available on Annexair’s website. This form must be completed within thirty (30) days from the date of invoice.

DEFECTIVE ON ARRIVAL (DOA) POLICY

Defective on arrival (DOA) parts are defined as parts provided and manufactured only by Annexair that fail within thirty (30) days of start-up. Component failure must be due to defective parts or manufacturing, and must not have been caused by conditions after shipment from the factory. Component failure must be verifiable and photos may be required as evidence of failure.

Authorization

Annexair will not pay for unauthorized repairs. Only Annexair Factory Service Department representative can approve repair labor. To submit a request, the customer must fill in the Labor Authorization Form (FOR-V-024) which is available on Annexair’s website (annexair.com) under the Resources & Tools/e-Forms section.

Allowances

DOA claims cover component, freight and labor costs for parts that have been declared defective within the DOA period defined above. The labor rate allowed for repair is \$90 (USD) per hour and is subject to the following Man-hours table. Travel, lodging, mileage, rigging, hoisting, maintenance, service calls, check-ups, troubleshooting, meetings, overtime, or other such incidentals are not covered.

Description		Max Man-hours to:	
		Repair	Replace
Compressor (per compressor size)	Tons		
	1-16	-	4
	17 +	-	6
Leaks on piping or coils (per unit capacities)	1-20	4	-
	21-40	8	-
	41-70	8	-
	70 +	Call Factory	
Expansion Valve (per unit)		-	3
Gas Furnace Parts (per unit)		2	2
Electrical and Control parts (per unit)		2	2
Fans / Motors (per airflow)		2	2
All VFDs (per VFD)		2	2
Sheet metal components		Call Factory	
Coils		6	16

Annexair Factory Service Department requests that all informations below are required when invoicing:

- Labor Authorization issued by Annexair
- Name and address of project
- Repair Contractor name and contact information
- Copy of field Work Order with date and a detailed description of repair work performed
- Photo evidence of repair work

SPECIFIC COMPONENT WARRANTY

Energy Recovery Wheel – Equipment shipped with Fläkt Woods brand

Annexair warrants the following components to be free of defects in material under normal use and service from the date of invoice: - the Wheel media for a period of five (5) years, - Wheel seals for a period of ten (10) years, - Wheel belt for a period of five (5) years, - Wheel gear drive for a period of eighteen (18) months, - Wheel bearings for a period of eighteen (18) months.

Energy Recovery Wheel – Equipment shipped with other brands

Refer to the Annexair Standard Limited Warranty

Fixed Plate and Heat Pipe Exchangers – Equipment shipped with all brands except Fixed Plates from DAIS

Annexair warrants the Fixed Plate and Heat Pipe Exchangers to be free of defects in material under normal use and service for a period of five (5) years from the date of invoice.

Variable Frequency Drives (VFD) of Indoor Unit Fans – Equipment shipped with ABB Brand

Annexair warrants VFD(s) to be free of defects in material under normal use and service for a period of twelve (12) months from start-up or eighteen (18) months from date of invoice, whichever occurs first. Annexair's obligation under this warranty is limited to repair or replace VFD(s) which after Annexair's examination shall disclose to its satisfaction to have been defective. Usually, if a VFD has been suspected to be defective, Annexair will redirect the customer's call to ABB Technical Support (1-800-435-7365) who will assist in diagnosing the cause of failure. It is mandatory to have the model and serial numbers of the VFD prior to calling ABB. At this step, the customer shall follow instructions given by ABB.

Compressor – Equipment shipped with Annexair and/or Ecoref Brands

Annexair warrants compressors to be free of defects in material under normal use and service for a period of twelve (12) months from start-up or eighteen (18) months from date of invoice, whichever occurs first. Annexair's obligation under this warranty is limited to repair or replace compressors which after Annexair's examination shall disclose to its satisfaction to have been defective. In the case of a replacement, the compressor manufacturer will send the new compressor to the customer address (drop-ship), freight cost collect. The compressor model and serial numbers are required for the defective part. Once the compressor is replaced, the customer is responsible for returning the defective compressor to the manufacturer's plant, freight pre-paid. This warranty is limited to the compressor only. This warranty does not cover filter drier replacement or loss of refrigerant.

Gas Fired Stainless Steel Heat Exchanger – Equipment shipped with Heatco brand

Annexair warrants Gas Fired Stainless Steel Heat Exchanger to be free of defects in material under normal use and service for a period of ten (10) years from date of invoice on prorated basis. This warranty is null and void when equipment has been installed in an atmosphere which is contaminated by high levels of chemical compounds without informing Annexair in writing.

Conditions

All Annexair warranties do not cover:

- Wear and tear, corrosion, normal deterioration, misapplication, labor charges for repairs or replacement work including travelling, modifications,

alterations or repairs made by others to the equipment, loss of refrigerant, components supplied by Others, improper rigging, and improper sealing of equipment pipe chases and air ducts.

- Defective parts resulting from negligence, accident, fire, explosion, vandalism, adverse weather or environmental conditions, improper installation, lack of proper maintenance, high and low voltage fluctuations, blown fuses, damage due to freezing water, damage due to dust collection (gypsum powder), damage due to corrosive water, inadequate water supply, improper control adjustments, and damage due to a corrosive atmosphere.
- Compressor failure if crankcase heaters was not powered 24 hours before original unit start-up.
- Replacement of filters, fuses, refrigeration moisture driers, and loss of refrigerant, loss of coil fluid, loss of compressor oil
- Unit overall performance: when project (field) design criteria conditions differ from the design criteria of the bid, or Annexair proposal documents (Submittal) such as: any temperatures, any humidity levels, any pressures, and any airflow volumes, when equipment is not perfectly positioned on its base, when improper rigging was determined, and when equipment shipped in modules are not perfectly aligned, fastened and sealed once assembled.
- When equipment is used as a ventilator/duct collector to evacuate dust such as gypsum powder
- When equipment is stored for long periods of time without following Annexair's written storing instructions with the Annexair's Installation, Operation and Maintenance (IOM) manual.
- When Annexair did not receive the Equipment Start-Up form (FOR-V-030) within twenty one (21) days from the start-up date.
- When equipment is installed outside of the USA and Canada.

Concession

During the warranty terms set forth, Annexair may consent to modify, alter, change, warranty policies to accommodate Customer.

It is expressly understood that this Standard Limited Warranty is in lieu of all other warranties with the exception of any additional extended warranties purchased, expressed or implied; and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Annexair and excluded from this warranty.

Extended Warranties

WHOLE UNIT PARTS WARRANTY

At the date of the equipment purchase and for an additional cost, Annexair will warrant the equipment for a total of twenty four (24) months from the date of invoice. This extended warranty is limited to the covered parts, components and conditions as listed in the Standard Limited Warranty.

EXTENDED 4-YEAR COMPRESSOR WARRANTY – EQUIPMENT SHIPPED WITH ANNEXAIR AND/OR ECOREF BRANDS

At the date of the equipment purchase and for an additional cost, Annexair will warrant the compressor for the second through fifth year from date of invoice. This extended warranty covers the repair or replacement of the compressor which after Annexair's examination shall disclose to its satisfaction to have been defective. In the case of a replacement, the compressor manufacturer will send the new compressor to the customer address (drop-ship), freight cost collect. The compressor model and serial numbers are required for the defective part. Once the compressor is replaced, the customer is responsible for contacting Annexair Service and coordinating the return of the defective compressor, freight pre-paid.

This extended warranty is limited to the compressor only. Conditions listed in the Standard Limited Warranty still apply. This warranty does not cover filter refrigeration moisture drier replacement or loss of refrigerant.