

AUDACY® & HVAC LIMITED WARRANTY

Except as required and to the maximum extent permitted by applicable laws, IDEAL INDUSTRIES, INC. (“IDEAL”) warrants to the original purchaser (or a subsequent purchaser, if required by applicable laws) in the United States, United Kingdom, Canada, New Zealand, and Australia that this Product will be free from defects in material and workmanship for a period of five (5) years from date of purchase (save that factory installed non-replaceable batteries on Product are warranted for a period of twenty-five (25) years from date of purchase). A Product that does not comply with this warranty will be replaced, free of charge, with the same Product or a functionally equivalent Product. This warranty is limited to replacement only (unless otherwise required under applicable laws); repairs are not offered under this warranty. For warranty replacement service, return the Product to the distributor from whom it was purchased or call Audacy customer service at 1-800-273-9989.

Except as required and to the maximum extent permitted by applicable laws, this warranty does not cover the cost of labor and equipment required to remove or reinstall original or replacement parts. This warranty excludes defects caused by abuse, misuse, mishandling, dropping, unauthorized repair, improper installation (including installation other than in accordance with manufacturer’s instructions or applicable laws, codes or standards), negligence by purchaser or end user, alterations, accidents, ordinary wear and tear, external causes or any other occurrences beyond IDEAL’s reasonable control. This warranty does not cover replaceable component parts or replaceable batteries on the Product.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL IDEAL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, OR DAMAGES FOR LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY OR OPPORTUNITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Nothing in this warranty shall limit or exclude IDEAL’s liability for: (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

Except as required and to the maximum extent permitted by applicable laws, this warranty constitutes the sole and exclusive remedy of the purchaser (or a subsequent purchaser if required under applicable laws) and the exclusive liability of IDEAL, and is in lieu of any and all other representations, warranties and conditions and to the extent permitted by law, IDEAL expressly disclaims all other representations, warranties and conditions, implied, statutory or collateral as to merchantability, fitness for purpose sold, description, quality productiveness, or any other matter.

No agent, distributor or other supplier has the authority to modify or amend this warranty or make other representations, warranties or conditions other than those contained in this warranty without express written authorization from IDEAL. Subject to applicable laws, this product is intended for commercial use only and this warranty only applies to the Product when sold for commercial purposes. Where the purchaser is in New Zealand and is a “Consumer” as defined in the Consumer Guarantees Act 1993 (NZ), nothing in this warranty limits the purchaser’s rights and remedies available under that Act.