

PHOENIX GUARDIAN HEPA SYSTEM Limited Warranty

WARRANTOR: Therma-Stor Products, a Division of DEC International, Inc., PO Box 8050, Madison, WI 53708. (1919 South Stoughton Road, Madison, Wisconsin, 53716). Telephone: 1-800-533-7533 or (608) 222-5301.

WHO IS COVERED: This warranty extends only to the original end-user of the GUARDIAN HEPA SYSTEM, and may not be assigned or transferred.

FIRST YEAR WARRANTY: Therma-Stor Products warrants that, for one (1) year the GUARDIAN HEPA SYSTEM will operate free from any defects in materials and workmanship, or Therma-Stor Products will, at its option, repair or replace the defective part(s), free of any charge.

END-USER RESPONSIBILITIES: Warranty service must be performed by a Servicer authorized by Therma-Stor Products. If the End-user is unable to locate or obtain warranty service from an authorized Servicer, he should call Therma-Stor Products at the above number and ask for the Therma-Stor Products Service Department, which will then arrange for covered warranty service. Warranty service will be performed during normal working hours.

The End-user must present proof of purchase (lease) upon request, by use of the warranty card or other reasonable and reliable means. The end-user is responsible for normal care. This warranty does not cover any defect, malfunction, etc. resulting from misuse, abuse, lack of normal care, corrosion, freezing, tampering, modification, unauthorized or improper repair or installation, accident, acts of nature or any other cause beyond Therma-Stor Products' reasonable control.

LIMITATIONS AND EXCLUSIONS: If any GUARDIAN HEPA SYSTEM part is repaired or replaced, the new part shall be warranted for only the remainder of the original warranty period applicable thereto (but all warranty periods will be extended by the period of time, if any, that the GUARDIAN HEPA SYSTEM is out of service while awaiting covered warranty service).

UPON THE EXPIRATION OF THE WRITTEN WARRANTY APPLICABLE TO THE GUARDIAN HEPA SYSTEM OR ANY PART THEREOF, ALL OTHER WARRANTIES IMPLIED BY LAW, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL ALSO EXPIRE. ALL WARRANTIES MADE BY THERMA-STOR PRODUCTS ARE SET FORTH HEREIN, AND NO CLAIM MAY BE MADE AGAINST THERMA-STOR PRODUCTS BASED ON ANY ORAL WARRANTY. IN NO EVENT SHALL THERMA-STOR PRODUCTS, IN CONNECTION WITH THE SALE, INSTALLATION, USE, REPAIR OR REPLACEMENT OF ANY GUARDIAN HEPA SYSTEM OR PART THEREOF BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION WATER DAMAGE (THE END-USER SHOULD TAKE PRECAUTIONS AGAINST SAME), LOST PROFITS, DELAY, OR LOSS OF USE OR DAMAGE TO ANY REAL OR PERSONAL PROPERTY.

Some states do not allow limitations on how long an implied warranty lasts, and some do not allow the exclusion or limitation of incidental or consequential damages, so one or both of these limitations may not apply to you.

LEGAL RIGHTS: This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

THERMA-STOR PRODUCTS, MADISON, WISCONSIN
A Division of DEC International Inc.

TS-237-0599