



CDI STANDARD NON-TRANSFERABLE WARRANTY

BASIC UNIT:

Climate by Design International, Inc. (hereafter referred to as CDI) warrants to the original purchaser only, all products to be free from defects in workmanship and material under normal usage for a period of **EIGHTEEN (18) MONTHS** from date of factory documented startup or **TWENTY-FOUR (24) MONTHS** from the date of original factory shipment, whichever is shorter. CDI shall only be liable under this warranty if the product is properly installed and used according to the directions furnished by CDI.

DESICCANT ROTOR and CASSETTE:

CDI warrants to the original Purchaser of its Desiccant Dehumidification Rotors and Cassettes ("Products"), subject to the enclosed exclusions and conditions, that the Products will be free from defects in materials and workmanship as described herein.

Rotor cassette metallic components, media, seals, and drive system are warranted for a period of two (2) years from the date of shipment, and are specifically warranted, in addition to being free of defects in material and workmanship, for the following:

- A) Structures including welds and base materials shall not fail due to corrosion from normal ambient sources (corrosive industrial environments are excluded).
- B) Structures shall not fail due to normal operating pressures and subsequent developed stresses.
- C) Desiccant media will not fail due to exposure of saturated (100% relative humidity) air streams.
- D) Equipment shall not fail due to insufficient torque and or duty for selected application.
- E) Components shall not wear to the point of failure, within the period, from normal operating stresses.
- F) All components (excluding the rotor motor) are to be warranted on a prorated basis for an additional 5 years. The following schedule will apply:

Year 3: 50%

Year 6: 20%

Year 4: 40%

Year 7: 10%

Year 5: 30%

ENTHALPY ROTOR:

Climate by Design International, Inc. (hereafter referred to as CDI) warrants to the original Purchaser of its Energy Recovery Rotors and Cassettes ("Products"), subject to the enclosed exclusions and conditions, that the Products will be free from defects in materials and workmanship as described herein.

Rotor and Cassette metallic structure, including hub, shaft, spokes, perimeter band, cassette sheet metal and tubing structures (as applicable) are warranted for a period of **EIGHTEEN (18) MONTHS** from the date of shipment, and are specifically warranted, in addition to being free of defects in material and workmanship, for the following:

- A) Structures including welds and base materials shall not fail due to corrosion from normal ambient sources (corrosive industrial environments are excluded).
- B) Structures shall not fail due to normal operating pressures and subsequent developed stresses.

Media and Substrate are warranted for a period of **EIGHTEEN (18) MONTHS** from the date of shipment, and are specifically warranted, in addition to being free of defects in material and workmanship, for the following:

- A) Material will not fail due to exposure of saturated (100% relative humidity) air streams.
- B) If installed and operated in accordance with the manufacturer's instructions, media shall perform as per data published by the manufacturer.

Additional Components such as rotor bearings, seals, belts, chains, sprockets, drive motors and controls (as applicable) are warranted for a period of **EIGHTEEN (18) MONTHS** from the date of shipment, and are specifically warranted, in addition to being free of defects in material and workmanship, for the following:

- A) Equipment shall not fail due to insufficient torque and or duty for selected application.
- B) Material shall not wear to the point of failure, within the period, from normal operating stresses.

The Basic Product Warranty is a **"PARTS ONLY"** warranty and CDI's obligation shall be limited to the replacement of new parts of the products for those returned to CDI's factory **undamaged** at the purchaser's expense and found to be defective by CDI. CDI will then repair or replace, at its option any such part determined to be defective during this warranty period. Replacement parts will be shipped F.O.B. CDI's factory. CDI is not responsible for damages during transport of any product to or from CDI. Replacement of parts shall not extend the original warranty period of the original total product, including any replacement parts supplied.

This Standard warranty does not cover corrosion; normal deterioration; misapplication; labor charges paid for parts replacement, adjustments, repairs or other work; loss of refrigerant or natural gas, oil, or other fuel; components supplied by others; defects in parts resulting from neglect, negligence, accident, fire, explosion, high or low voltage, jampering or jamming controls, shorting out of components; improper or contaminated fuel, excessive or inadequate fuel pressure; frozen heating or cooling coils; or any acts of nature.

This warranty does not cover failure of the purchaser or end user to follow the recommended maintenance schedule intervals and failure to perform such items as bearing lubrication, adjustments, cleaning or service on the heating system; or improper repairs or alterations; or misapplication of the equipment.



Any component of the unit found not working at the original startup of the unit (DOA) shall be replaced with no reasonable labor or freight expenses to the owner or installing contractor. After the initial startup the warranty shall be limited to the original cost of the component. Expenses shall not be charged at more than what is considered a reasonable negotiated rate between CDI and the installing contractor doing the work. This DOA warranty does not cover corrosion; normal deterioration; misapplication; loss of refrigerant, natural gas, oil, or other fuel; components supplied by others; defects in parts resulting from neglect, negligence, accident, fire, explosion, high or low voltage, jampering or jamming controls, shorting out of components; improper or contaminated fuel, excessive or inadequate fuel pressure; frozen steam, heating or cooling coils; or any acts of nature.

It is expressly understood that this warranty is made IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, DURABILITY OR SUITABILITY, and in consideration of the express warranty herein contained, BUYER EXPRESSLY WAIVES ANY RIGHT TO CLAIM OTHER WARRANTIES, EXPRESSED OR IMPLIED.

It is further understood that CDI's liability for breach of warranty shall be limited to terms of this warranty and buyer agrees that CDI SHALL NOT, IN ANY EVENT, BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR DELAY. The buyer's remedies are exclusive, and shall be limited to those provided herein.

CDI neither assumes and does not authorize any person to assume any obligation or warranty other than those stated herein.

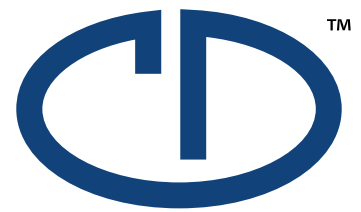
Any suggestion to the contrary notwithstanding, CDI shall not, in any event, have any liability under this warranty unless and until it has been paid in full for the products. The warranty period shall begin as described above, whether or not payment has been made.

WARRANTY CLAIMS

Defective material may be repaired or replaced at our option. If replaced, full credit will be issued in the amount of the original purchase price ***if returned undamaged within 30 Days of shipment***, for the returned material; in the event the material is found to be not defective, or to be damaged or abused, we reserve the right to return the material "as is" to the sender and at his freight cost. If CDI agrees to keep such material, credit will be issued minus the cost of repair and reconditioning, the return and less restocking charges.

Otherwise only cost of the part will be covered by our warranty. ***But*** if the part(s) CDI has sent are not the problem please reinstall the old part and ***return within 30 Days of shipment*** the new unused part in the original package back to CDI, we will then after inspecting the part to insure it is still in good working order will return the new unused part(s) to inventory and issue credit. Old parts returned to us that are in good working condition or after the 30 Day period will be charged to you and not covered by warranty. It is important to remember that in order for our warranty to cover the cost of the new part you must return the faulty part to us within 30 days to receive credit. Then after CDI receives the part we must confirm that the returned part is actually faulty before issuing credit.

When returning the faulty part, please reference the Return Merchandise Authorization Number (Known as the RMA number). ***Be sure to adequately package the part to be shipped back to CDI to prevent it from being damaged during shipment. You will not receive credit for parts received at CDI that***



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are damaged and cannot be returned to the part manufacturer for credit. Also please provide a small description as to what is wrong with the part that is being returned under warranty:

Reminder: Our warranty only covers the cost of the faulty part and **MUST** be returned within 30 days from the time of shipment from the factory to receive credit. You are responsible for any other expenses you incur, including freight charges, miscellaneous parts and the labor to install the part(s).

Warranty DOES NOT cover the following Items:

1. A maintenance item such as fuses, lamps, filters, etc.
2. Normal wear, adjustments, and periodic service.
3. Damage caused by accidents, improper installation or handling, or faulty repairs not performed by an authorized service representative.
4. Damage caused by operation of the unit at improper voltage loads, conditions, modifications, or installation contrary to published specifications or recommendations.
5. Damage caused by negligent maintenance such as:
 - a. Failure to keep the air inlet and outlet areas clean.
 - b. Failure to service the air filters.
 - c. Breakage due to mishandling or misuse of the product or part.
 - d. Failure to follow and perform scheduled maintenance as prescribed in supplied manuals. (See Maintenance Schedule in O&M)
6. Rental of any equipment during the performance of warranty repairs.
7. Parts purchased from sources other than CDI, Replacement of a failed CDI part with a non-CDI part voids warranty on that part. (Unless prior written authorization has been given by CDI for you to do so.)
8. Warranty Labor.
9. Shop supplies such as adhesives, caulk, cleaning supplies, and rags.
10. Expenses incurred investigating performance complaints unless the problem is caused by defective CDI materials or workmanship.
11. All parts supplied by others, e.g.- customer, end-users, etc. that were installed on or into the CDI product.
12. Damage caused by shipping and handling.

REPLACEMENT PARTS

When writing or calling to Climate by Design International for service parts, provide the model number and serial number of the unit as stamped on the unit plate attached to the electrical door. For questions regarding wiring diagrams, it will be necessary to provide the number on the specific diagram. If replacement parts are required, include the date of installation, the date of failure, an explanation of the malfunction, and a description or part number of the replacement parts required.