

James D. Nall Co., Inc. Aqua-Air Manufacturing Limited Warranty



I. GENERALLY

- A. This limited Warranty applies to any products manufactured by the James D. Nall Co., Inc., herein sometimes referred to as "COMPANY," "MANUFACTURER" or "AQUA-AIR." The Company furnishes this written notice that its products and systems are under a limited warranty to be free from design and manufacturing defects in material and workmanship under normal use and service or as otherwise authorized by the Manufacturer. The obligation of the Company is limited to replacing or repairing any component which will disclose defects within the time frames defined in section II (Warranty Period) and which, upon examination, may appear to the satisfaction of the Company to be defective or not as specified for its performance. Within thirty (30) days of the discovery a claim must be filed with the Company and the faulty component must be returned, transportation prepaid, to the Company. At the specific option of the Company it may, as an alternative to the return of the component, examine and inspect it in place at its usual location. Nothing herein contained will create any obligation of the Company to so examine or inspect the component away from the premises of the Manufacturer.
- B. This Warranty will not apply to:
1. Failures resulting from abuse, fire or submergence.
 2. Any part manufactured by the Company which will have been altered so as to impair original characteristics.
 3. Any parts which fail as a result of misuse, improper application or improper installation.
 4. Items not manufactured by the company, i.e., items which are purchased from another manufacturer and supplied as received by the Company without alteration or modification. The Company will disclose the existence of any warranty, limited or otherwise, if any, given by the manufacturer of any items not made by Aqua-Air.
 5. Components or parts used by or applied by the purchaser as an integral part of products not manufactured by the Company.
 6. The failure of the buyer to give the required notice or to comply with other conditions of this limited warranty.
- C. This limited warranty is made in lieu of all other express warranties, obligations or liabilities on the part of Aqua-Air. In addition, Aqua-Air disclaims, without limitation, any liabilities arising from incidental or consequential damages except as may occur while the product is being operated by and under the control of the Company. In such instances where a cash refund is made, the refund will effect the cancellation of the contract of sale with no subsequent reservations of rights being retained by the purchaser. The terms and conditions of this limited warranty will be governed by the laws of the State of Florida.
- D. No dealer is the agent for Aqua-Air except for the purpose of administering this limited warranty to the extent herein provided. Aqua-Air does not authorize any dealer or other person to assume for Aqua-Air any liability in connection with this limited warranty or any liability or expense incurred in the replacement or repair of its products other than those expressly authorized herein.
- E. The Company reserves the right to improve its products through changes in design or material without being obligated to incorporate such changes in products of prior manufacture and to make changes at any time in design, materials or part of units of any one year model, without obligation or liability to owners of units of the same year's model of prior manufacture.
- F. This warranty gives you, the purchaser, specific legal rights. You also have implied warranty rights, including an implied warranty of merchantability, which means that your product must be fit for the ordinary purpose for which such goods are used. The duration of this implied warranty is limited to the duration of the expressed warranty as found in section II, WARRANTY PERIOD.
- G. This warranty extends only to the original purchaser (other than for purposes of resale) of Aqua-Air warranty equipment and any other such person who is entitled, under applicable State law, to enforce against the warrantor the obligations of the warranty.

II. WARRANTY PERIOD

A. The limited warranty covers the following periods (whichever comes first):

1. Twelve (12) months from the date that the selling dealer puts the system into operation or
2. Eighteen (18) months from the date that the system is sold to the original purchaser.

In the case of factory installed equipment, the warranty period begins when the selling dealer first puts the equipment into operation. The warranty beginning date may be prior to the date of delivery to the retail purchaser. No warranty claim can be honored unless the owners' registration form is on file with the Company. This form, which is enclosed, should therefore be returned to Aqua-Air immediately upon purchase of items covered by this warranty.

B. All Aqua-Air components have a name plate on which there is a model and serial number. The serial number is date coded, indicating when the unit was originally sold.

C. To determine whether or not any Aqua-Air component is in warranty you may contact Aqua-Air at:

Aqua-Air Manufacturing, division of the James D. Nall Co., Inc
1050 E. 9th St., Hialeah, FL 33010
Phone: 305-884-8363 Fax: 305-883-8549 Email: service@aquair.com

III. WARRANTY COVERAGE

The Aqua-Air warranty covers the basic component units manufactured by Aqua-Air. Installation and application of Aqua-Air components are not warranted by Aqua-Air because Aqua-Air has no control or authority over the selection, location, application or installation of these components. The following are installation or application considerations not covered by the Aqua-Air warranty:

1. Flare or solder joint leaks in the connecting copper tubing.
2. Condensate leakage resulting from the inadequately insulated connecting tubing or improperly installed condensate drains.
3. Water flow problems resulting from the improper plumbing considerations or inadequate filters or strainers.
4. Low voltage or loss of power as a result of inadequate wiring, circuit breakers, fuses or wire connectors.
5. Low capacity output resulting from improperly sized or located air grilles, vents, ducts, plenums or cooling units.
6. Inadequate cooling or heating capacity resulting from the selection of undersized equipment. Aqua-Air may make recommendations as to the capacity of the equipment for a specific installation, however, the final decision concerning exactly what equipment will be used and the responsibility for the effectiveness of the equipment selected lies solely with the purchaser. The only exception and only case in which Aqua-Air would assume full responsibilities would be in the event Aqua-Air were retained under a separate contract to make such determinations.
7. Inadequate cooling or heating resulting from systems being improperly charged with refrigerant gas.
8. Pump seal leakage due to the pumps being run with insufficient water in the head.

IV. LIMITED WARRANTY ALLOWANCES

Limited warranty allowances as outlined in publications F-104 and F-110 are also available to defer expenses incurred in the repair or replacement of all such components for the period of the system warranty. Replacement parts and components for out-of-warranty systems are also warranted for one year but no allowance to defer expenses incurred in the repair or replacement of such components is available. Components or parts not used as an integral part of an Aqua-Air system are not covered by the Company warranty.