

LIMITED WARRANTY

AQC Industries Limited Warranty in General

AQC Industries (AQC) warrants The BlueDuct® Products sold either directly or through its resellers (representatives and distributors) in accordance with the limited warranty set forth in this document (the Limited Warranty). Except as expressly provided in the Limited Warranty, AQC makes no representation or warranty of any kind, express or implied, with respect to The BlueDuct® Product, whether as to merchantability, fitness for a particular purpose, warranties arising from course of dealing or usage or trade or any other matter.

AQC does not install The BlueDuct® Products and has no responsibility or obligation with respect to installation. AQC DISCLAIMS ALL WARRANTIES RELATED TO INSTALLATION OF THE BlueDuct® PRODUCTS. AQC offers webinar based BlueDuct Installation Training Certification to installing contractors at no charge, and recommends this training prior to installing The BlueDuct® Product.

AQC Industries Limited Warranty

AQC Industries (AQC) warrants that in normal and contemplated use and service, The BlueDuct® Products shall be free from defects in manufacturing materials and workmanship for a period of ten (10) years from the date of manufacture set forth on each of The BlueDuct® Products (the Limited Warranty). The Limited Warranty shall only be applicable if AQC is given prompt written notice specifying the nature of the warranty claim within the applicable warranty period.

Upon confirmation by AQC that a BlueDuct® Product proves to be defective in manufacturing, materials or workmanship, the exclusive remedy shall be for AQC to, at its option, repair or replace the defective BlueDuct® Product or issue a credit or refund. The Limited Warranty does not extend to any BlueDuct product subjected to misuse, accident, or alteration. This Limited Warranty does not extend to improper installation.

This Limited Warranty does not cover any loss caused by accidents or careless handling of a BlueDuct® Product. This Limited Warranty does not apply to any BlueDuct® Product which has been damaged in transit, abused, altered, modified, used in a manner not originally intended, or used. This Limited Warranty does not cover any BlueDuct® Product that has been installed in a manner not consistent with The BlueDuct® Product instructions.

The Limited Warranty set forth above is the only warranty AQC makes for The BlueDuct® Products and is in lieu of all warranties express, implied or statutory, including, without limitation, warranties of merchantability, fitness for a particular purpose and infringement, and warranties arising from course of dealing, usage of trade or otherwise. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON CLAIMING FOR BREACH OF WARRANTY OR FOR ANY DAMAGES OF ANY KIND OR NATURE. AQC SHALL NOT HAVE ANY OTHER LIABILITY OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY (INCLUDING ANY IMPLIED WARRANTIES) OR ANY OTHER CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, COST FOR REMOVAL OF DEFECTIVE PRODUCT, COST FOR INSTALLATION OF ANY REPLACEMENT PRODUCT, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR ANY OTHER CONSEQUENTIAL LOSS OR DAMAGE, EVEN IF AQC SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

In the event any implied warranties (including, but not limited to the implied warranties of merchantability and fitness for a particular purpose) are found to exist, such warranties are limited (i) in duration to the period of the limited warranties set forth in this Limited Warranty, and (ii) in amount to the total amount paid to AQC for the product in question.