

### 1 YEAR DRIVER VENTILATION FAN LIMITED WARRANTY

Spheros North America, Inc., hereinafter referred to as "Spheros NA", warrants its product to the original purchaser, subject to normal use and service, for a period of 12 months from the date the vehicle is placed in service, and while in possession of the original owner.

Spheros NA agrees to replace with a new part, or issue credit for, any Spheros NA brand driver ventilation fan which, after inspection has proven to fail because of a manufacturing defect, within the warranty period. Replacement of a defective part within the warranty period <u>will not</u> include any labor required for replacement.

### CONDITIONS OF WARRANTY

## 1. Handling of Warranty Claims.

- A) Should a failure occur, contact Spheros NA to receive instructions for the proper return process of the alleged defective part.
- B) Spheros NA will then inspect and determine the failure cause.
- C) After inspection and written failure cause determination, the issuance of warranty credit for an amount not to exceed the original purchase price of the product, or new replacement product will either be granted or denied.

# 2. Exclusions From Warranty.

- A. Any part or parts or products becoming defective as a result of negligence, accident or other casualty.
- B. Improper installation, repair or alteration.

### 3. Conditions.

- A. Spheros NA neither assumes nor authorizes any person to assume for it, any obligation or warranty other than that herein stated.
- B. Replacement of the product under this Warranty shall not extend this Warranty with respect to such replaced product beyond the warranty period.
- C. Spheros NA does not warrant the workmanship of the installer and will not bear any cost due to faulty or incorrect installation or shipping damage.

SPHEROS NA DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, EXPENSE FOR TRAVEL, LODGIN, LOST INCOME OR REVENUE, TRANSPORTATION CHARGES OR LOSS OR DAMAGE OF PERSONAL PROPERTY. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY IS THE ONLY EXPRESSED WARRANTY BY SPHEROS NA AND NO DEALER OR SERVICE FACILITY IS AUTHORIZED BY SPHEROS NA TO MODIFY OR EXTEND IT. ANY IMPLIED WARRANTIES, INCLUDING WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTY OF MERCHANTABILITY, ARE EXPRESSLY LIMITED IN DURATION TO THE SAME PERIOD AS THIS EXPRESSED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION TO THE ABOVE RIGHTS, THE PURCHASER HAS CERTAIN LEAGAL REMEDIES PROVIDED BY THE MAGNUSON MOSS WARRANTY ACT, PUBLIC LAW 93-637. YOU MAY ALSO HAVE CERTAIN RIGHTS UNDER STATE LAW.

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