



VANAIR® VANTAGE WARRANTY

**ALL WARRANTY OR
RETURNS MUST BE
PRE-AUTHORIZED PRIOR
TO PERFORMING
ANY WARRANTY WORK.**

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EFFECTIVE: JULY 15, 2022

This limited warranty supersedes all previous Vanair® warranties and is exclusive with no other guarantees or warranties expressed or implied.

LIMITED WARRANTY—Subject to the expressed terms and conditions set forth below, Vanair® Mfg., Inc. ("Vanair"), of Michigan City, Indiana (USA), warrants to the original retail purchaser of new Vanair® equipment that such equipment is free from defects in materials and workmanship when shipped by Vanair®.

For warranty claims received by Vanair® within the applicable warranty periods described below, Vanair® will repair or replace any warranted equipment, parts, or components that fail due to defects in material or workmanship or refund the purchase price for the equipment at Vanair's discretion. Vanair® is not responsible for time or labor to gain access to the machine to perform work.

TO BE ELIGIBLE FOR WARRANTY, THE CUSTOMER MUST REGISTER THE PRODUCT ONLINE AT <https://vanair.com/support/registration.html> AND RETAIN PROOF OF PURCHASE RECEIPT. All returns must receive a Return Material Authorization (RMA) number from the factory and be returned directly postage or freight prepaid. See RMA for instructions regarding the shipping of products containing Lithium Batteries. **DO NOT SHIP LITHIUM BATTERIES VIA AIR.**

Warranty will commence upon receipt of the Warranty Registration online. If the Warranty Registration is not received within sixty (60) days of shipment from Vanair®, the warranty commencement date shall be thirty (30) days from the date of shipment from Vanair®. Records of warranty adherence are the responsibility of the end user.

Vanair® must be notified in writing within thirty (30) days of any such defect or failure. All warranty or returns must be pre-authorized in writing prior to performing warranty work. Call Vanair® for process and forms. Vanair® will provide instructions on the warranty claim procedures to be followed.

STANDARD WARRANTY TERMS

ELiMENT® 48V Lithium Iron Phosphate Battery Pack: thirty-six (36) Months, or 3.0 Adjusted Discharge Megawatt-hours (whichever comes first)

This Limited Warranty shall not apply to:

1. Items furnished by Vanair®, but manufactured by others, such as engines and trade accessories (these items are covered by the manufacturer's warranty, if any).
2. Equipment that has been modified by any party other than Vanair® or equipment which has not been used and maintained in accordance with Vanair's specifications.
3. Equipment which has been improperly installed and/or improperly operated, based upon Vanair's specifications for the equipment or industry standards.
4. Equipment installed by a non-authorized or third-party personnel. Vanair® products are intended for purchase and use by commercial/industrial users and persons.

In the event of a warranty claim covered by this Limited Warranty, the exclusive remedies shall be, at Vanair's sole discretion: (i) repair; or (ii) replacement; (iii) where authorized in writing by Vanair® in appropriate cases, the reasonable cost of repair or replacement at an authorized Vanair® service facility; or (iv) payment of (or credit for) the purchase price (less reasonable depreciation based upon actual use) upon return of the equipment at the warranty claimant's risk and expense. Vanair® will pay standard ground freight for any warranty item shipped to and from Vanair® or (Vanair® designated facility) within the first year of the applicable warranty period. Any additional expedited freight cost is the responsibility of the purchaser.

TO THE GREAT EXTENT PERMITTED BY APPLICABLE LAW, THE REMEDIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES APPLICABLE TO THE VANAIR® EQUIPMENT. IN NO EVENT SHALL VANAIR® BECOME LIABLE FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFIT OR LOST BUSINESS OPPORTUNITY), WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL VANAIR® BECOME OBLIGATED TO PAY MORE ON ANY WARRANTY CLAIM THAN THE PURCHASE PRICE ACTUALLY PAID BY THE ORIGINAL RETAIL PURCHASER.

THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY OR GUARANTY ARISING BY OPERATION OF LAW. ANY WARRANTY NOT EXPRESSLY PROVIDED HEREIN, IMPLIED WARRANTY, GUARANTY AND ANY REPRESENTATION REGARDING THE PERFORMANCE OF THE EQUIPMENT, AND ANY REMEDY FOR BREACH OF CONTRACT, IN TORT, OR ANY OTHER LEGAL THEORY WHICH, BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE, OR COURSE OF DEALING ARE EXCLUDED AND DISCLAIMED BY VANAIR®.

Some states in the United States of America do not allow limitations of how long an implied warranty lasts, or the exclusion of incidental, indirect, special or consequential damages, and as such, the above limitations and exclusions may not apply to you. This warranty provides specific legal rights. Other rights may be available to you, but may vary from state to state.

In Canada, legislation in some provinces provides for certain additional warranties or remedies other than as stated herein, and to the extent that they may not be saved, the limitations and exclusions set out forth above may not apply. This Limited Warranty provides specific legal rights, and other rights may be available, but may vary from province to province.



VANAIR®
MOBILE POWER SOLUTIONS®