



VTS STANDARD GUARANTEE CONDITIONS

The following terms and conditions apply to sale of air handling units manufactured by VTS America Inc. ("VTS America") that are installed under normal use and maintenance in United States of America.

§ 1 LIMITED WARRANTY

VTS America warrants that its goods will be free from defects in material and workmanship under normal use and maintenance for a period of 18 months from the date of the shipment from VTS America's factory. A new or rebuilt part to replace any defective part will be provided without charge, provided the defective part is returned to VTS America within 60 days after the date of the failure of the part. The warranty on any part repaired or replaced under warranty expires at the end of the end of the original warranty period. This warranty DOES NOT INCLUDE labor or other costs incurred for identifying, repairing, removing, installing, shipping, servicing or handling of either defective parts.

§ 2 VTS AMERICA WILL NOT BE RESPONSIBLE FOR:

1. Normal maintenance.
2. Air filters, fuses, gaskets, belts, light bulbs, bearings.
3. Damage or repairs required as a consequence of faulty installation or application by others.
4. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or other damages due to the inadequacy or interruption of electrical service.
5. Mold, fungus or bacteria damage.
6. Damage or repairs required as consequence of any misapplication, abuse, improper installation, improper servicing, unauthorized alteration, or improper operation.
7. Parts not supplied or designated by VTS America, regardless of the cause of the failures of such part.
8. Damage as a result of floods, winds, fires, lightning, accidents, corrosive atmosphere, or other conditions beyond the control of VTS America.
9. Products on which payment to VTS America is or has been in default.
10. Products installed outside United States of America.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

§ 3 BUYER'S EXCLUSIVE REMEDY

The buyer's acceptance of the goods shall confirm the buyer's review and acceptance of the goods shall confirm the buyer's review and acceptance of VTS America Limited Warranty, notwithstanding any other written or oral warranty of the goods that may be given to the buyer.

THE BUYER'S EXCLUSIVE REMEDY AGAINST VTS AMERICA SHALL BE LIMITED TO VTS AMERICA LIMITED WARRANTY. NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, RECOVERY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL, OR CONSEQUENTIAL LOSS, SHALL BE AVAILABLE TO THE BUYER.

§ 4 LIMITATION OF LIABILITY

VTS America shall have no liability for any damages if VTS America's performance is delayed for any reason or is prevented to any extent by any event such as, but not limited, to any war, civil unrest, government restrictions or restraints, strikes or work stoppages, fire, flood, accident, allocation, shortages of transportation, fuel, materials or labor, acts of God or any other reason beyond sole control of VTS America.



VTS AMERICA EXPRESSLY DISCLAIMS AND EXCLUDES ANY LIABILITY OR CONSEQUENTIAL OR INCIDENTAL DAMAGE IN CONTRACT, OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR IN TORT, WHETHER FOR VTS AMERICA'S NEGLIGENCE OR AS STRICT LIABILITY. VTS AMERICA MAKES NO WARRANTY AGAINST LATENT DEFECTS.

§ 5 FOR SERVICE OR REPAIR

In order:

1. Contact the installing contactor
2. Contact nearest authorized VTS America representative
3. Contact VTS America:

VTS America Inc.

1650 Horizon Parkway NE, Suite 100

Buford, Georgia 30518

United States of America