

Big Ass Fans Warranty Policy

The manufacturer shall warrant the Big Ass Fan and components against defects in materials and workmanship pursuant to the following schedule:

Products	Warranty Period and Extent of Warranty
Airfoils	Lifetime (Parts)
Hub	Lifetime (Parts)
Motor	3 years (Parts)
Controller Components	3 years (Parts)
Labor	1 year

Definitions:

1. "Labor" shall mean reimbursement by Big Ass Fan Company to the Big Ass Fan Company customer in whose facility the products are installed of all reasonable costs paid by the customer to an independent contractor (including an authorized dealer of Big Ass Fan Company) employed to remove, dismantle, reassemble, or reinstall any of the warranted products during the first year that the product is in service. Big Ass Fan Company may request proof of payment by the customer to the independent contractor of all the charges, and will reimburse the customer only to the extent of those charges that are determined by Big Ass Fan Company, in its sole discretion, to be reasonable and necessary under the circumstances.

2. The "warranty period" shall commence 10 days after Big Ass Fan Company's records show that the products were shipped or otherwise delivered to the customer or on the actual date that the products were installed, whichever is later. If the products were installed more than 10 days after receipt by the customer, the customer will be requested to provide satisfactory proof via documentation as to the actual date that the products were actually placed in service.

3. "Operate properly" applies to mechanical, electrical, and structural functions only. No guarantee, unless and except by separate written agreement, is made regarding the dimensions of air movement generated or the appropriateness or the effectiveness of any product for its intended purpose or for the customer's particular application.

EXCLUSIONS:

ANY OF THE FOLLOWING ACTIONS BY THE CUSTOMER OR ANY AGENT OF THE CUSTOMER WILL CONSTITUTE A BREACH OF AND WILL VOID ALL WARRANTIES:

1. Improper installation, delivery, or maintenance, including, but not limited to:

- a. Failure to follow the required installation procedures specified in the Big Ass Fan Company-supplied "Installation Guide" and in all other documentation supplied with the fans and related equipment, including documentation provided by the manufacturers of the individual fan and control components;
- b. Failure to follow all relevant codes and ordinances, including, but not limited to the National Electric Code and state and local building codes;
- c. Failure to follow electrical engineering industry standards regarding the approved method of installing solid-state electrical equipment having the characteristics of the fans, the fan controls, and their related components, even if such standards are not specifically referenced in any instructions or literature supplied by Big Ass Fan Company or provided by the manufacturers of the fan and control components; and/or
- d. Failure to use all installation and mounting hardware supplied by Big Ass Fan Company.

IMPORTANT: UNDER NO CIRCUMSTANCES WILL THE BIG ASS FAN COMPANY BE RESPONSIBLE FOR REMEDIAL WORK NECESSARY TO CORRECT INSTALLATION PROCEDURES THAT DO NOT CONFORM TO THOSE ESTABLISHED BY THE INSTRUCTIONS, CODES, AND STANDARDS DESCRIBED UNDER ITEMS 1.A THROUGH 1.D, ABOVE, REGARDLESS OF WHEN INSTALLATION WAS COMMENCED.

2. Any modification or alteration of, or adjustment to the fans, fan controls, and/or mounting and installation hardware and/or any disassembly of the major components of the fans and fan controls for any purpose whatsoever, including any attempt to diagnose and/or repair any problem, without prior written authorization

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from Big Ass Fans' Customer Service Department. Such disassembly includes, but is not limited to, separation of the motor from the gear reducer or motor drive, dismantling of the variable frequency drive, and/or removal of any electrical component from the fan controller unit.

3. Misuse, abuse, accidents, unreasonable use, or Acts of God.
4. Incorrect electric current, voltage or supply.
5. Failure to use fan controls supplied by Big Ass Fan Company, unless:
 - a. Big Ass Fans' Customer Service Department has provided written permission prior to installation; and
 - b. The fan controls are built, operated, and maintained according to specifications provided to and approved by Big Ass Fans' Customer Service Department.
6. Running the fans at higher than recommended speeds.
7. Resetting parameters of any control without prior approval by Big Ass Fans' Customer Service Department.
8. Failure to perform periodic maintenance as detailed in the Big Ass Fan Company-supplied "Installation Guide".
9. Consequential or incidental damages sustained by any person or entity as a result of any breach of these warranties are also excluded, except where such damages may not be excluded by law.

OBTAINING WARRANTY SERVICE

To obtain service under this warranty, you must follow the instructions provided in Big Ass Fan Company's Warranty Claim Form Instructions on the following page. Contact Big Ass Fans' Customer Service Department at 1-877-BIG-FANS to obtain faxable copies of this form. The form must be submitted to Big Ass Fan Company within the time period specified above along with satisfactory proof of date of original installation. The costs of removing, dismantling, reassembling, or reinstalling the product shall be borne by the customer after the first year, and during the first year, Big Ass Fan Company reserves the right to pay only those expenses incurred that it determines, in its sole discretion, are reasonable and necessary. Any other means of reporting a warranty claim or warranty service may be entered into strictly at the option of and with the written permission of Big Ass Fan Company.

REMEDY AND LIMIT OF LIABILITY:

The exclusive remedy of the purchaser, and the limit of liability for Big Ass Fan Company, and for any and all losses in connection with this product, shall be repair or replacement of the warranted product or the affected components as provided above.

Big Ass Fan Company reserves the right to make the final determination, based on its own evaluation of the components, as to whether (1) the problem in question is the result of a defect in design, workmanship, or materials, and not the result of error, misuse, or abuse on the part of the customer as set forth under the exclusions detailed above; (2) whether the problem or defect is material and requires action under this warranty; and (3) whether the remedy of repair or replacement is appropriate.

With regard to electrical and electronic components provided by Big Ass Fan Company that comprise part of the products, including motors, motor drives, and variable frequency drives, Big Ass Fan Company relies on the determination by the original manufacturer as to whether the failure of such component was the result of a defect. If the manufacturer of such component determines that there was no defect and therefore refuses to cover it under warranty, Big Ass Fan Company likewise will not warranty such item unless Big Ass Fan Company determines that the failure of such electrical or electronic component was the result of a defect of design, workmanship, or material within some other part of the products.

With respect to replacement or repair rendered, Big Ass Fan Company warrants that the parts replaced or repaired will operate properly and be free from defects in materials and workmanship for a period of 90 days from the date of shipment to the customer, or for the remainder of the original warranty period, whichever is longer.

Big Ass Fans Warranty Policy (cont.)

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON BIG ASS FAN COMPANY'S PART, AND BIG ASS FAN COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS. NO OTHER WARRANTY EXPRESSED OR IMPLIED, WHETHER OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OF ANY OTHER KIND, WHETHER OR NOT SIMILAR IN NATURE TO ANY PREVIOUSLY SPECIFIED, SHALL EXIST WITH RESPECT TO SUCH PRODUCTS, ALL SUCH WARRANTIES BEING HEREBY WAIVED BY CUSTOMER. UNDER NO CIRCUMSTANCES SHALL BIG ASS FAN COMPANY BE LIABLE FOR ANY LOSS, DAMAGE, COST OF REPAIR, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE, SALE, OR REPAIR OF ANY PRODUCTS PURCHASED FROM BIG ASS FAN COMPANY, UNLESS SUCH DAMAGES CANNOT BE EXCLUDED BY LAW.

Warranty Claim Form Instructions

1. Complete Warranty Claim Form (pg. 5) and Responsibility Agreement (pg. 6) and fax them to 859-967-1695, Attn: Customer Service. These pages will be faxed back to you for your records. The Warranty Claim Form will include our acknowledgment and a Return Materials Authorization (RMA) number. **Note: Do not return any item without first being assigned an RMA# by Big Ass Fans' Customer Service Department.**

2. No more than 10 days prior to the date you have made arrangements to replace the component part, call Customer Service at 1-877-BIG-FANS to arrange for replacement component delivery and original component pickup. At that time, we will fax you a written acknowledgment of your call that includes a reminder of the return instructions. **Note:** Even if you are not able to replace the component immediately following your initial notice to us, returning the Warranty Claim Form and Responsibility Agreement will effectively stop the warranty clock from running. You can then make the product exchange when you are prepared to do so. However, the warranty period will continue to run until we receive these completed pages back from you, and no warranty will be honored without receipt of these pages within the warranty period. We will not send out any replacement part until you have called to let us know that you have scheduled installation of the replacement. This ensures that the replacement part is not lost or damaged while awaiting installation, and that you are not billed for the replacement because you have waited too long to return the original component (see Responsibility Agreement on pg. 6).

3. When you receive the replacement part, verify that Once you receive the replacement part, you have 10 working days to remove and replace the existing component and return it to us at **2425 Merchant Street, Lexington, KY 40511.**
 - a. Upon receiving the replacement part, verify that replacement part order is correct. If order is incorrect or damaged, notify Big Ass Fan Company within 24 hours after receiving order.
 - b. Use care unpacking the replacement component, as you will need to use BOTH the packaging from the replacement part AND the packing list and a return address label included inside this packaging to return the original part. If the original packaging and return documents are not used, you will be responsible for any damage incurred in transit as well as any additional costs involved. **Note: The RMA# must appear on the outside of the box being returned. Items without an RMA# will not be accepted.**
 - c. Use the delivery service or one of the truck lines specified in the acknowledgement for return of the part. We will refuse receipt of any shipment that is returned via an unauthorized carrier. If you prefer, we can make all arrangements for delivery and pickup.
 - d. Fax a copy of the bill of lading or other tracking information to 859-967-1695 when the item has been shipped so that we know to expect delivery of the original part.

4. If we do not receive the original part back within 15 working days from the date you receive delivery of the replacement, you will be invoiced for the cost of the replacement part, plus freight, on Net 15 terms (see Responsibility Agreement on pg. 6), and this invoice will be due and payable. If you subsequently return the replacement part to us after payment has been made, we will refund any payment made for the replacement part, unless we subsequently determine that the part is not covered under warranty.

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Replacement of Products Under Warranty Acknowledgment & Return Instructions

We have received your request for replacement of a part that failed during normal use and which you believe to be covered under warranty. We are shipping this replacement part to you pursuant to your notice that you will be replacing the original part within 10 days.

This replacement part is being shipped to you prior to our receipt of the item that failed, and prior to our evaluation of this part to determine the reasons for its failure and whether it is covered under warranty.

In order to evaluate the cause of the product failure, we need you to return the original part to our offices within 10 working days of receipt of the replacement part. Should the part be covered under warranty, you will not be charged for the replacement item. However, you will be charged for the replacement part plus shipping if (1) the part is not under warranty because the source of failure is outside the scope of the warranty, or (2) the warranty period has expired. If there is no warranty coverage, we will send you a detailed letter of explanation.

We also will charge you for the replacement item plus shipping and handling if you do not return the original item within 10 days of the receipt of the replacement item.

Instructions for returning the original item:

1. Please use the return label that is included in the box containing the replacement part. The return shipment address is:

Big Ass Fan Company
ATTN: RMA# _____
2425 Merchant Street
Lexington, KY 40511

2. Use the packaging for the replacement part to return the original part.
3. Include the packing list we have provided which includes the RMA#.
4. If the part weighs over 50 lbs, ship the part using one of the following Authorized Truck Lines and bill the freight costs collect. We will only charge back the freight costs if the original part is not under warranty, or if you do not return the original component within ten days of receipt of the replacement.
5. If the part weighs 50 lbs or less, use UPS Ground and bill our account #X4X306.

We apologize for the inconvenience, and appreciate your assistance and cooperation.

If you have questions, please contact us at 1-877-BIG-FANS.

Thank you,
Big Ass Fan Company

WARRANTY CLAIM FORM

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2425 Merchant Street | Lexington, KY 40511 | 1-877-BIG-FANS | www.BigAssFans.com

Name (Print): _____ Signature: _____

Company: _____

Shipping Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Items Returned: _____

Date of Purchase: _____

Reason(s) for Returning Item (Please provide detail, including length of time after fan had been in operation that problem was noticed, nature of problem, any attempts you made to remedy the problem, etc.):

Do not return any item without first being assigned an RMA# by Big Ass Fans' Customer Service Department. The RMA# must appear on the outside of the box being returned. Items without an RMA# will not be accepted.

4. Date Replacement Part Should be Shipped (if known): _____

(PLEASE DO NOT REQUEST SHIPMENT UNTIL YOU ARE PREPARED TO INSTALL; YOU MAY CALL US AT 1-877-BIG-FANS TO ARRANGE SHIPMENT WHEN YOU HAVE SCHEDULED INSTALLATION)

Acknowledgment of Receipt of Warranty Return Notification

(to be completed by The Big Ass Fan Company)

Acknowledged By: _____

Date: _____ RMA# _____

Authorized Truck Line(s): _____

6 RESPONSIBILITY AGREEMENT

To: Big Ass Fan Company

The undersigned understands and acknowledges receipt of the Warranty Claim Form and Instructions and agrees that Big Ass Fan Company ("Big Ass Fan Company") has the right, upon receipt of returned merchandise, to make final determination as to whether this merchandise should be replaced at no cost under Big Ass Fan Company's stated warranty policy.

The undersigned further agrees that if Big Ass Fan Company determines that this merchandise does not qualify under its stated warranty policy, Big Ass Fan Company can invoice for the replacement merchandise, plus shipping and handling for the original part and all replacements, and such invoice will be paid within 15 days of receipt of the same.

The undersigned agrees to ship to Big Ass Fan Company's location at 2425 Merchant Street, Lexington, KY 40511 all of the merchandise replaced by Big Ass Fan Company, including, but not necessarily limited to, defective or failed components, within 10 working days of the receipt of the any replacements.

The undersigned further agrees that if said replaced merchandise has not been shipped to Big Ass Fan Company within 10 working days, Big Ass Fan Company can invoice for the replacement merchandise plus shipping and handling, and the invoice will be paid within 15 days of receipt.

Signed: _____

Title: _____

For: _____
(name of company)

Date: _____