

RP LIGHTING + FANS FAN LIMITED WARRANTY

Subject to the terms and conditions of this limited warranty (this “Warranty”), Royal Pacific, Ltd., conducting business as “RP Lighting + Fans” (“RP”), warrants only to the original purchaser that the fan product purchased by the original purchaser will be free from material defects in materials and workmanship which would affect performance, for the applicable period specified below.

Warranty Periods:

In all cases, the applicable warranty period set forth below shall commence from the date of RP’s invoice to the original purchaser of the fan.

The warranty period for fan motors or motor-related parts will remain in effect for as long as the original purchaser owns the fan.

The warranty period for LED light engine and its electrical components, whether sold separately or as integrated with the fan, is five (5) years. Further, for the purposes of this Warranty, the LED light engine will not be considered to be defective in “materials” and/or “workmanship,” and RP will have no obligations under this Warranty, unless and until: (i) a total of at least 15% of the individual LEDs in the light kit fail to illuminate, or (ii) lumen output falls below 70% of the initial lumen output.

The warranty period for non-LED LIGHT KITS, whether sold separately or as integrated with the fan, is one (1) year.

The warranty period for all other parts not described above, including without limitation, lamps, blades, down rods, switches, housing, or finishes is one (1) year.

Warranty:

To open a warranty claim the original purchaser must, within the applicable warranty period set forth above and within thirty (30) days after the original purchaser discovers or should have discovered the defect, obtain an RMA number from RP and then return defective fan product to RP for inspection. The original purchaser shall include a brief, written description of the defect when returning the defective fan product. If, after its inspection, RP determines that the fan product is covered by this Warranty, RP will, at its sole discretion, repair, replace, or refund the purchase price of any fan product that does not conform to this Warranty. In no case shall RP’s obligation over the lifetime of this Warranty exceed the original purchaser’s original cost of the fan product. Notwithstanding the foregoing, RP shall have no obligation under this Warranty unless and until all invoices for or otherwise relating to the fan product have been paid in full.

This Warranty only applies to RP fan products (i) purchased directly by the original purchaser from RP or one of its authorized agents, dealers, or distributors; (ii) that were new and in unopened packages at time of installation; and (iii) installed under applicable standards and codes.

This Warranty excludes any and all removal or reinstallation costs and expenses, including, without limitation, labor and equipment required to remove and/or reinstall original or replacement fans or parts, shipping costs to return defective fans or parts or any damage that may occur during the return of any fan products to RP.

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Exclusions:

The foregoing warranty shall be void and of no effect whatsoever in the event the fan product (a) has been altered or repaired other than by RP; (b) is damaged or becomes defective as a result of improper transportation, storage, installation, operation, service, testing, adjustment, or maintenance; (c) is damaged or becomes defective as a result of abuse, neglect, fire, vandalism, or acts of nature (including lightning strikes); (d) is damaged or becomes defective as a result of improper installation; (e) is installed and/or used in a manner that does not comply with or is not contemplated by product specifications, including without limitation, installation or use of the fan product outside of ambient temperature ranges or in corrosive or damp environments; (f) is damaged or becomes defective as a result of power surges, improper grounding, voltages out of range (108 – 132 V for 120V systems), connection to incompatible equipment or other devices (e.g. building automation, lighting controls, dimmers etc.), fatigue failure, or similar phenomena resulting from induced vibrations or harmonic oscillation; (g) is supplied by RP but not manufactured by RP (including, without limitation, lamps), in which case such product may be covered by the manufacturer's warranty, if any; and/or (h) is not installed and operated in accordance with the current edition of The National Electric Code (NEC), a nationally accredited safety laboratory (e.g. The Standards for Safety of Underwriter's Laboratory, Inc. (UL), ETL, CSA Group), or the current standards for the American National Standards Institute (ANSI).

Limitation of Liability:

In no event shall RP be liable to the original purchaser or any other person or entity for special, incidental, consequential, indirect or compensatory damages of any kind, or for loss of use, lost revenues or profits, business or goodwill, in each case whether based in contract, tort, warranty, strict liability, or any other legal or equitable theory, regardless of whether such damages and/or losses were foreseeable, whether or not RP has been advised of the possibility of such damages and/or loss, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall RP's aggregate liability arising out of or related to a breach of this warranty or sale of fan products, whether based in contract, tort, warranty, strict liability or any other legal or equitable theory, exceed the purchase price actually paid by the original purchaser for the fan product. The original purchaser must file any action for breach of warranty, contract, tort, or any other cause of action, within one year after the cause of action has accrued.

Other Terms and Conditions:

Failure by RP to enforce any of the terms or conditions of this Warranty shall not be interpreted to be a waiver of any terms and conditions of this Warranty. If any portion of this Warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. RP reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any fan products purchased after such modification or discontinuance