



8296 Commerce Pkwy  
Chippewa Falls, WI 54729

P: 888.622.2999  
F: 715.720.0801  
vesenviro.com

## LIMITED WARRANTY

### THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

#### ONE-YEAR LIMITED WARRANTY

VES Environmental Solutions, LLC. (VES) products are warranted to the original purchaser ("purchaser" is defined as person or company who received an invoice from VES for purchase of goods) against defects in workmanship or materials, under normal use for one year after original date of purchase unless specified in any of the warranties listed below. Any part which is determined to be defective in material or workmanship and returned to a preauthorized service location (as VES designates with shipping costs prepaid by purchaser) will be, as the exclusive remedy, repaired or replaced at VES's option. For limited warranty claim procedures, see "Prompt Disposition" below. This limited warranty gives the purchasers specific legal rights which vary from jurisdiction to jurisdiction. To file a warranty claim or for the return procedure, please see the "Prompt Disposition" or "Returns" sections below.

#### SPECIFIC PRORATED WARRANTIES

- 2 Years VESC Control Series, Phason Controls and Variable Frequency Drives (Manufacturer Warranty, Prorated)**
- 2 Years on steel (Prorated)**
- 3 Years on Motors (Prorated)**
- 5 Years on Rubber Flooring (Manufacturer Warranty Prorated)**
- 5 Years on Cast Aluminum Blades (Prorated)**
- 10 Years on all Fiberglass Housings (Prorated)**

#### LockDrive Units and Parts

- 1 Year on Motor**
- 10 Years on Lock Drives Drive Units and parts, excluding the motor (Manufacturer Warranty Prorated)**

#### LIMITATION OF LIABILITY

To the extent allowable under applicable law, VES's liability for consequential and incidental damages is expressly disclaimed. VES does not refund any costs related to the installation, removal, or time associated with work done on product(s) or labor related thereto. VES's liability in all events is limited to, and shall not exceed, the purchase price paid. Any variation from this limitation must be exclusively approved in writing by an officer of VES.

**DISCLAIMER:** A diligent effort has been made to provide product information and illustrate the products accurately. However, such information and illustrations are for the sole purpose of identification, and do not express or imply a warranty that the products are merchantable or suitable for a particular purpose, or that the products will precisely conform to the illustrations or descriptions. Except as provided herein, no warranty or affirmation of fact, expressed or implied, (other than as stated in the "limited warranty" section above) is made or authorized by VES, unless in writing by an officer of VES. Certain aspects of disclaimers or limitations on warranties may not be applicable to consumer products in certain jurisdictions; in such cases, such aspects of disclaimers or limitations hereunder may not be applicable to purchasers located in those jurisdictions.

#### TECHNICAL ADVICE AND RECOMMENDATIONS DISCLAIMER:

Notwithstanding a past practice, trade custom, or any other related dealings, sales shall not include the furnishing of technical advice, assistance or system design. VES assumes no obligation or liability on account of any unauthorized recommendations, opinions, or advice as to the choice, installation, or use of products.

**PRODUCT SUITABILITY:** Codes and regulations governing sales, construction, installation, and/or use of products for certain purposes may vary from jurisdiction to jurisdiction. While attempts are made to substantiate that VES products comply with such codes, VES cannot guarantee compliance and, therefore, cannot be responsible for how the product is installed or used. Before purchase and use of a product, the purchaser should review the product applications, as well as all applicable national and local codes and regulations, to be certain that the product, installation, and use will comply with any corresponding codes and regulations.

**PROMPT DISPOSITION:** With respect to any product that proves to be defective within the applicable limited warranty period, a good faith effort will be made for prompt correction or other adjustment. For any product believed to be defective within the applicable limited warranty period, the purchaser must immediately notify VES Customer Service and fill out a Request for Return Authorization form stating all known defects. VES will then advise if items are under warranty. If items are under warranty, VES will arrange the return by issuing an RMA number. If, after being tested and inspected, the items are deemed not to be covered under this limited warranty please see the "Returns" section below. Title and risk of loss shift to the purchaser on delivery by a common carrier, unless the purchaser assigns a freight carrier (where such risk will shift to the purchaser when the goods leave any VES location). If product was damaged in transit, a claim must be filed with the carrier upon, or immediately after, delivery with all damages documented on the Bill of Lading.

**RETURNS:** Products may NOT be returned to VES without a Return Merchandise Authorization (RMA) number. A purchaser has 30 days from the date of purchase to request an RMA form from our customer service department. Once an RMA form has been completed and returned to customer service, an RMA number will be assigned, and the purchaser may then arrange return of product. RMA numbers expire 30 days after issue date and will not be re-issued. All returns must be sent to a VES FOB destination, with freight costs prepaid by the purchaser. For standard products in "like new" condition, credit will be issued (minus a 20% restocking fee and any return freight charges paid by VES) after receipt and inspection of the product by VES. For custom or private labeled products delivered to purchaser, or any standard product returned in less than "like new" condition, the restocking fee will be determined upon inspection and will be within a range from 30% to 100%. **ANY PRODUCT RETURNED TO VES FREIGHT COLLECT AND/OR WITHOUT AN RMA AUTHORIZATION WILL BE REFUSED.**