BIG ASS FANS DIRECTIONAL FANS WARRANTY

The Warranty Period commences 15 days following shipment of the product, or on the date the product is installed (not to exceed 60 days after shipment is received), whichever date is later. To obtain warranty service, you will be required to provide documentation verifying the date the product was received and installed. The following Warranty applies to all orders closed in the United States and the District of Columbia, and the 10 Canadian Provinces and Territories after March 1, 2019, and applies to all orders closed in Australia, Singapore, and Malaysia after July 1, 2019.

WHAT IS THE PERIOD OF COVERAGE?

PRODUCT		MAIN FAN UNIT	ACCESSORIES
AirGo 2.0		5 years	1 year
AirEye		5 years	1 year
Black Jack		5 years	1 year
Hornet		5 years	1 year
Pivot 2.0		5 years	1 year
Torrent		5 years	1 year
Velocity		5 years	1 year
Yellow Jacket		5 years	1 year

1. The warranty period for any manufacturer defects or flaws to surface finishes is limited to one year.
2. Warranty information provided here applies to new units only and does not pertain to refurbished units. All refurbished units have a 30-day functional guarantee only.
3. All products are considered for indoor use only unless specifically specified on the product label.
4. The warranty period for accessories is limited to one year.

BIG ASS FANS

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WHAT IS COVERED?

This Warranty is provided by Big Ass Fans of 2348 Innovation Drive, Lexington, KY, USA, and covers any defects in materials or workmanship under normal use and maintenance that adversely affect the ability of the fan to operate properly when the product is installed correctly according to Big Ass Fans' written installation instructions by a state-qualified or licensed electrical contractor and operated pursuant to these instructions, and when such fans are purchased directly from Big Ass Fans or a Big Ass Fans Authorized Dealer. This Limited Warranty is subject to all provisions, conditions, limitations, and exclusions described within this document. Under no circumstances will warranty coverage extend to products purchased through eBay, craigslist, or other internet auction or internet-based retail sites not approved by Big Ass Fans.

WHO IS COVERED?

This Warranty extends to the original purchaser and subsequent owners, but only while the fan remains at the site of the original installation unless not permanently installed (portable). This Warranty extends through the first installation of the fan and terminates if the fan is moved or reinstalled at a new location. This Warranty is only valid within the 50 states of the United States and the District of Columbia, the 10 Canadian Provinces and Territories, Australia, Singapore, and Malaysia.

WHAT WILL BIG ASS FANS DO?

1. During the Warranty Period, Big Ass Fans will, at its option and cost:
   a. Repair or replace the affected components of any defective product;
   b. Repair or replace the defective product; or
   c. Refund the price you paid for the product upon return of the product to Big Ass Fans, shipping and insurance prepaid.
2. For qualifying products, during the first 12 months of the Warranty Period Big Ass Fans will pay reasonable labor costs, as defined below, for repairing or replacing a defective fan or any defective components of the fan at the installation location. Alternatively, Big Ass Fans may, at its option, require return of the fan to Big Ass Fans for repair or replacement

BIG ASS FANS WILL SHIP THE REPAIRED PRODUCT OR REPLACEMENT TO YOU AT NO CHARGE; HOWEVER, YOU ARE RESPONSIBLE FOR ALL COSTS OF REMOVAL, REINSTALLATION, AND SHIPPING OF THE PRODUCT TO THE BIG ASS FANS SERVICE CENTER. IF A CERTIFIED ELECTRICIAN IS REQUIRED BY LAW TO REPLACE THE PRODUCT, BIG ASS FANS WILL REIMBURSE THE COSTS INCURRED TO SHIP THE PRODUCT TO THE BIG ASS FANS SERVICE CENTER.

IF YOU ARE A CONSUMER WITHIN THE MEANING OF AUSTRALIAN CONSUMER LAW, BIG ASS FANS PROVIDES ADDITIONAL WARRANTIES IN ACCORDANCE WITH AUSTRALIAN CONSUMER LAW. CONSUMERS ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND FOR COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. CONSUMERS ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED, OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. SUBJECT TO AUSTRALIAN CONSUMER LAW, WHERE GOODS SUPPLIED ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE, OUR LIABILITY IS LIMITED TO REFUNDING THE PRICE OR REPLACING OR REPAIRING THE GOODS (AT OUR OPTION) AND WE EXCLUDE LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS (INDIRECT, SPECIAL, GOODWILL AND LOSS ARISING FROM BUSINESS INTERRUPTION, E.G., CONTRACTOR TIME ON SITE).

The foregoing constitutes your exclusive remedy and the limit of liability for Big Ass Fans, and for any and all losses in connection with this product.

WHAT STEPS ARE REQUIRED TO OBTAIN WARRANTY SERVICE?

1. If the fan is operating, immediately turn off the fan.
2. Contact Big Ass Fans' Technical Support as soon after the issue is discovered as possible by:
   a. Visiting the Big Ass Fans website and submitting a technical support form; or
   b. Calling the Technical Support phone number listed for your region.
3. Once the Technical Support Representative has received your warranty claim, a case will be processed. In order to process this case, please have the following information available:
   a. Your name, address, phone number, and installation address;
   b. Product brand name, serial number, purchase price, and verification of product installation or premises possession date;
   c. Detailed description of the problem you have experienced.
4. If the Technical Support Representative determines that the warranty claim is valid and that a replacement part is required, the Representative will process the claim and the replacement part will be shipped to you. Included in the shipment of the replacement part will be any shipping labels and documents needed to return the original part, including a Return Materials Authorization (RMA) number.

   Your receipt of the replacement part constitutes your agreement to return the failed part to Big Ass Fans within 15 days of the receipt of the replacement part delivery. If Big Ass Fans does not receive the original part, you will be invoiced for the retail cost of the replacement part, and you will be responsible for payment for the replacement part upon receipt of the invoice. Big Ass Fans reserves all rights it retains under law to collect the retail cost of the replacement part if the original is not returned as specified above.
5. Obtaining service may involve contacting a contractor to remove, repair, or replace the fan, or to remove the fan and return it to us. The cost of labor incurred, for factory installed fans, to remove, repair, or reinstall the fans will be covered only during the first 12 months after the warranty becomes effective, and only pursuant to the terms of the definition of "Labor" detailed in this Warranty.
6. If we ask you to ship the fan back to Big Ass Fans for repairs or replacement, we will prepay the shipping and insurance for factory installed fans during the first 12 months after the warranty becomes effective; however, you will have to repackage the fan in such a way that there is no damage to the fan in transit. You will be sent any return shipment documentation necessary to help you return the fan to Big Ass Fans. If we determine that no warrantable failure occurred or defect exists, we may invoice you for these shipping costs.

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Please be patient while we arrange for or undertake the necessary warranty service. We will provide you with regular status updates, as well as shipment dates, if appropriate, until your fan is back in service.

CONDITIONS

1. Big Ass Fans reserves the right to make the final determination, based on its own evaluation of the fan and all its components, as to whether:
   a. The problem in question is the result of a defect in design, workmanship, or materials, and not a result of error, misuse, or abuse on the part of the customer as set forth under the exclusions detailed in this Warranty;
   b. Noise heard during operation is within normal operating levels, in which case this Warranty would be inapplicable. Note: Certain electrical, motor, or other operating noise may be impossible to eliminate due to the fan design and/or site conditions. Dissatisfaction with normal operating noise levels is not covered by this Warranty, and return of any fans for this reason will be subject to Big Ass Fans' Return Policy.
   c. Adverse site conditions, (including, but not limited to, excessive dust, heat, humidity, unstable electric service, or any other unknown or unforeseen condition that affects the proper operation of the products) improper application, or improper installation is determined to be the basis for the failure.
   d. The problem or defect is material and requires action under this Warranty; and
   e. The remedy of repair, replacement, or refund is appropriate.
2. If Big Ass Fans determines, in its sole discretion, that the appropriate remedy under the Warranty is a refund, the refund amount will be limited to the price paid by the customer for the product alone, and under no circumstances will it include the cost of labor, shipping, handling, packaging, or any other incidental or consequential costs incurred or anticipated by the customer, except where required by law.
3. With respect to replacement or repair rendered, Big Ass Fans reserves the right to use replacement parts that are refurbished. Big Ass Fans warrants that the parts replaced or repaired, whether or not they have been refurbished or are original equipment, 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, as required by law, or for the remainder of the original warranty period, whichever is longer.
4. A service fee, parts replacement fee, and shipping charges may be imposed if any fan is returned for warranty service that is missing components or that has been modified in any way. Such fees and charges will vary based upon the actual material and labor costs necessary to replace missing or modified parts and to return the fan to its original factory condition.

WHAT IS NOT COVERED (EXCLUSIONS)?

No other written or oral warranties apply, and no employee, agent, dealer, or other person is authorized to give any warranties on behalf of Big Ass Fans.

ATTENTION: Under no circumstances will Big Ass Fans be responsible for remedial work necessary to correct installation procedures by others that do not conform to those established by the instructions, codes, and standards described under items 2 through 3d below.

1. Units purchased from any entity other than Big Ass Fans or a Big Ass Fans Factory Authorized Dealer.
2. Units or components where the serial number or part number sticker has been removed or defaced.
3. Defects, malfunctions, failure or physical damage caused by unauthorized service/parts and improper installation, adverse site conditions (including, but not limited to, excessive heat, dust or humidity, unstable electric service, or any other unknown or unforeseen condition that affects the proper operation of the products), mishandling, modifications, or damage while in your possession including failure to provide reasonable and necessary maintenance, which shall include, but not be limited to:
   a. Failure to follow the required installation procedures specified in the Big Ass Fans-supplied installation instructions and in all other documentation supplied with the fans and related equipment;
   b. Failure to follow all relevant codes and ordinances including, but not limited to, any applicable electric codes or similar codes and other jurisdictional (including provinces and localities) 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 fan, the fan control, and their related components, even if such standards are not specifically referenced in any instructions or literature supplied by Big Ass Fans;
   d. Failure to use properly all installation and mounting hardware supplied or approved by Big Ass Fans;
   e. Any modification or alteration of, or adjustment to the fans, fan control, 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 from Big Ass Fans' Technical Support Department;
   f. Misuse, abuse, accidents, unreasonable use, or Acts of God;
   g. Incorrect electric current, voltage, or supply;
   h. Failure to use fan controls supplied by Big Ass Fans unless:
      i. Big Ass Fans' Technical Support Department has provided written permission prior to installation; and
      ii. The fan controls are built, operated, and maintained according to specifications provided to and approved by Big Ass Fans' Technical Support Department.
   i. Failure to perform periodic maintenance as detailed in the instructions supplied with the fan and provided on the Big Ass Fans website.
4. Consequential or incidental damages sustained by any person, entity, or structure as a result of any breach of these warranties, except where such damages may not be excluded by law.
5. Claims made for products that have not been paid for in full.
6. Damage caused by premises structural defects, structural movement or settlement, exposure to chemicals, salt water, acid rain or other corrosive elements, excessive humidity, and/or wind.
7. Normal changes to the finish caused by ordinary use or damage to non-factory applied finishes.

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8. Damage or failure caused by subjection of the product to conditions outside its design limitations.
9. Defects reported more than 90 days from when they were discovered or should have been discovered.
10. With regard to electrical and electronic components provided by Big Ass Fans that comprise part of the products, including motors, motor drives, and variable frequency drives, Big Ass Fans 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 Fans likewise will not warranty such item unless Big Ass Fans 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.

EXCEPT WHERE REQUIRED BY LAW, REPAIR, REPLACEMENT, OR A REFUND ARE THE EXCLUSIVE REMEDIES AVAILABLE UNDER THIS WARRANTY AND BIG ASS FANS IS NOT RESPONSIBLE FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental damages include but are not limited to such damages as loss of time and loss of use. Consequential damages include but are not limited to the cost of repairing or replacing other property which was damaged if this product does not work properly.

DEFINITIONS

1. “Labor” shall mean on-site technical service provided by Big Ass Fans during the first year that the product is in service. At Big Ass Fans sole discretion, this may be employees of Big Ass Fans or qualified technicians contracted by Big Ass Fans. Big Ass Fans will not reimburse customers or independent contractors without prior written approval from Big Ass Fans. Reimbursement will be limited to the Big Ass Fans customer in whose building the product(s) are installed of all reasonable cost paid by the customer to an independent contractor employed to remove, dismantle, reassemble, or reinstall any of the warrantied products during the first year that the product is in service. Big Ass Fans 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 Fans, in its sole discretion, to be reasonable and necessary under the circumstances. Under no circumstances will labor apply to:
   a. Residential installations; and
   b. Installations where the product has been moved subsequent to its initial installation, or where any of the other warranty exclusions apply.
2. “Operate properly” applies to mechanical, electrical, and structural functions only. No guarantee, unless and except by separate written agreement, is made regarding the dimensions or air movement generated or the appropriateness of the effectiveness of any product for its intended purpose or for the customer’s particular application.
3. "Mechanical" shall mean mechanical components provided by Big Ass Fans that comprise part of the products, including the gearbox, fan hub, motor frame, mounting, airfoils, and winglets.
4. "Electrical" shall mean electrical and electronic components provided by Big Ass Fans that comprise part of the products, including motors, motor drives, variable frequency drives, and any standard controller or accessory.

ADDITIONAL RIGHTS

The benefits given to you under this Warranty are in addition to and do not affect any other rights or remedies that you have under any law which relates to this product.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS AND LIABILITIES ON BIG ASS FAN’S PART, AND BIG ASS FANS 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 EXPRESSLY DISCLAIMED BY BIG ASS FANS AND WAIVED BY CUSTOMER. UNDER NO CIRCUMSTANCES SHALL BIG ASS FANS BE LIABLE FOR ANY LOSS, DAMAGE, COST OF REPAIR, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE USE, SALE, OR REPAIR OF ANY PRODUCTS PURCHASED FROM BIG ASS FANS, UNLESS SUCH DAMAGES CANNOT BE EXCLUDED BY LAW.

BIG ASS FANS ACKNOWLEDGES THAT STATE AND COMMONWEALTH LEGISLATION IN AUSTRALIA IMPLIES CERTAIN NON-EXCLUDABLE GUARANTEES, WARRANTIES AND CONDITIONS INTO PARTICULAR AGREEMENTS FOR THE SUPPLY OF GOODS AND SERVICES, WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("NON-EXCLUDABLE GUARANTEES"). BIG ASS FANS DOES NOT EXCLUDE, RESTRICT OR MODIFY THE NON-EXCLUDABLE GUARANTEES AND NOTHING IN THESE TERMS AND CONDITIONS IS INTENDED OR IS TO BE CONSTRUED AS DOING SO. ACCORDINGLY, NOTHING IN THIS DOCUMENT AFFECTS ANY REMEDIES AVAILABLE TO YOU AT LAW AND WHICH CANNOT BE LAWFULLY EXCLUDED BY BIG ASS FANS, INCLUDING IN RESPECT OF ANY OF THE NON-EXCLUDABLE GUARANTEES WHICH MAY BE APPLICABLE TO ANY GOODS OR SERVICES PROVIDED BY BIG ASS FANS TO YOU.

Big Ass Fans reserves the right to change this warranty at any time without advance notice.

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