ATTIC BREEZE LIMITED PARTS WARRANTY AND ARBITRATION AGREEMENT

The Limited Parts Warranty for your Attic Breeze products is the version in effect on the date of retail purchase. Information included in this version of the Limited Parts Warranty was current at time of printing. To obtain a copy of the most current version of this Limited Parts Warranty, visit us online at atticbreeze.com or call us at (254) 865-9999.

TERMS & CONDITIONS OF LIMITED PARTS WARRANTY

In this Limited Parts Warranty, "Attic Breeze products" means UltraBreeze™, AeroBreeze™, and GableBreeze™ solar powered attic ventilation fans. Subject to these terms and conditions, Attic Breeze, LLC ("Attic Breeze" or "Manufacturer") warrants Attic Breeze products to be free from Defects in parts. For Residential applications of Attic Breeze products, the Limited Parts Warranty remains in effect for as long as the original Customer owns the property where the product was originally installed. For Commercial applications, including multifamily, government, and military applications, the Limited Parts Warranty is for 25 years from the original purchase date of the product.

THE REMEDIES CONTAINED IN THIS LIMITED PARTS WARRANTY AND ARBITRATION AGREEMENT ("Limited Parts Warranty") APPLY ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES. ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THE REMEDIES CONTAINED IN THIS LIMITED PARTS WARRANTY DO NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Non-Transferability: Attic Breeze offers the Limited Parts Warranty only to the Customer, and the warranty may not be transferred, even if ownership of the product is transferred.

Required to Register: YOU MUST REGISTER YOUR PRODUCT WITHIN 90 DAYS OF INSTALLATION TO RECEIVE THE APPLICABLE LIMITED PARTS WARRANTY. To register your product, visit atticbreeze.com/warranty-registration/.

Coverage: Limited Parts Warranty coverage is inclusive of PARTS ONLY and Attic Breeze explicitly does not warrant any labor, shipping, service fees, or applicable taxes incurred by the Customer for the replacement, repair, or exchange of any product or part(s) claimed under the terms and conditions of the Limited Parts Warranty. The Limited Parts Warranty does not apply to passive vents, controllers, or any products other than Attic Breeze products.

The following definitions apply in these terms and conditions:

"Defects" means imperfections that impair the functionality of the Attic Breeze product.

"Residential" means a single-family detached home or dwelling only.

"Commercial" means businesses, multifamily homes, utilities, industrial, agricultural, government facilities, military, and any other application that is not Residential.

"Customer" means the original end-use purchaser who owns the property where the product is originally installed and who is identified as the property owner on the online warranty registration.

THIS LIMITED PARTS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

OUR RESPONSIBILITY FOR DEFECTIVE PARTS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED BELOW IN THESE TERMS AND CONDITIONS.

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER.

LIMITED PARTS WARRANTY COVERAGE

Attic Breeze, LLC (hereafter known as "Attic Breeze" or "Manufacturer") offers a limited parts warranty with respect to Attic Breeze Products for Residential applications and a twenty-five (25) year limited parts warranty for Commercial applications.

For Residential Applications, Manufacturer warrants its Attic Breeze products to be free from Defects in parts for a term that shall remain in effect for as long as the original Customer owns the property where the product is originally installed.

For Commercial Applications, Manufacturer warrants its Attic Breeze products to be free from Defects in parts for a period of twenty-five (25) years from the date of original purchase.

Manufacturer's warranty is a limited component (parts) warranty (motor, solar panel, and fan housing) and explicitly does not cover any labor, shipping, service expenses, or applicable taxes that may be incurred by the Customer in the event that a warranty claim is made.

PRODUCT REGISTRATION IS REQUIRED

YOU MUST REGISTER YOUR PRODUCT WITHIN 90 DAYS OF INSTALLATION TO RECEIVE THE APPLICABLE LIMITED PARTS WARRANTY. To register your product, visit https://atticbreeze.com/warranty-registration/.

While the registration form may be completed by either the installer or the property owner, it is the Customer's responsibility to register the product using Manufacturer's online warranty registration form within ninety (90) days of installation. If the product is not registered within this period, the Limited Parts Warranty shall not apply.

The Limited Parts Warranty is extended to the Customer only and only to that Customer whose name, address, and contact information appear on the original online warranty registration as the property owner. Warranty registration shall only be deemed valid when registration information provided for the Residential or Commercial Customer has been provided in full (including, without limitation, installation address, property owner information, product model, and installation date) as requested on Manufacturer's online warranty registration form.

EXCLUSIONS FROM COVERAGE

Manufacturer's Limited Parts Warranty is explicitly not extended to the sales agent, dealer, distributor, or installer of the product. The Manufacturer's Limited Parts Warranty is extended to the Customer and is non-transferable, even if ownership of the product is transferred. The Manufacturer's Limited Parts Warranty is only valid for the original registered location where the product was installed. No other party or entity, including, without limitation, subsequent purchasers of the property where the product was originally installed, or subsequent owners of the product shall have or be entitled to assert any rights or benefits herein.

The Manufacturer's Limited Parts Warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use, negligence, and neglect; (d) improper installation or installation environments with exposure to corrosive chemicals, ash, fumes, cement dust, copper or lead runoff, silver or nickel mining, carbon black, or treated lumber; (e) failure to follow the product instructions; (f) modifications or alterations; (g) unauthorized repair; (h) normal wear and tear, including scratching and fading or degradation of the product finish; or (i) external causes such as accidents, vandalism, abuse, or other actions or events beyond the reasonable control of Manufacturer or the installer, dealer, roofer, distributor, or individual, including windstorms, tornadoes, flooding, fire, exposure to extreme weather conditions, lightning strikes, or any other act of God.

ANY MODIFICATIONS OR ALTERATIONS OF THE PRODUCT SHALL VOID THE LIMITED PARTS WARRANTY.

The Manufacturer's Limited Parts Warranty is subject to proper installation of the product in accordance with Manufacturer's installation instructions. Customer is responsible for any and all damages resulting from either the installation process or the installation of the product itself.

The Limited Parts Warranty does not apply to passive vents, controllers, or any products other than Attic Breeze products.

NOTIFICATION AND WARRANTY CLAIM PROCESS

The Customer must notify Manufacturer of a potential claim by completing a Claim Form. Claims must be initiated within thirty (30) days after the Customer discovers the alleged Defect.

Claim Forms are available in the Attic Breeze Warranty Center on the website. The Customer may initiate a claim by visiting https://atticbreeze.com/warranty-center/ and clicking the Start Claim button to complete and submit the Claim Form.

A hard copy of the Claim Form may also be requested by calling Warranty Services at (254) 865-9999. Completed hard copy forms shall be mailed to:

Attic Breeze, LLC, Attn: Warranty Services
1370 FM 116
Gatesville, TX 76528

After submitting a Claim Form, the Customer shall provide any operating information, photographs, and/or video of the product that Manufacturer requests for purposes of inspection and identification.

Following claim notification, Manufacturer shall have reasonable time to process the claim. If Customer fails or refuses to cooperate in the investigation of the claim, including by failing to provide operating information, photographs, or video of the product, Manufacturer's obligation under this Limited Parts Warranty shall immediately terminate.

In no event shall Manufacturer be obligated to pay for labor associated with the repair or replacement of any product or part, or with determining the cause of a Defect or isolating the affected part.

If Manufacturer determines, in its sole discretion, that a product or part must be returned, Manufacturer will issue a Return Authorization Number (RAN) before any product or part is returned. Any product or part received by Manufacturer without a properly issued RAN will be discarded without liability to Manufacturer.

If Manufacturer determines that a product or part under warranty claim has a Defect, Manufacturer will repair or replace that product or part and return it to the Customer within a reasonable time. IT SHALL BE AT THE SOLE DISCRETION OF MANUFACTURER TO EITHER REPAIR OR REPLACE A DEFECTIVE PART UNDER WARRANTY CLAIM.

If Manufacturer provides a repaired or replacement product, the warranty period is not extended and will last only for the balance of the original product warranty period. Any repaired or replacement part or product provided by Manufacturer to the Customer under a warranty claim shall fully satisfy Manufacturer's obligations under this Limited Parts Warranty with respect to that product or part.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND MANUFACTURER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED PARTS WARRANTY. MANUFACTURER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

MANUFACTURER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE PRODUCT.

EXCEPT AS SPECIFICALLY STATED IN THESE TERMS AND CONDITIONS AND TO THE GREATEST EXTENT ALLOWED BY LAW, PRODUCTS AND PARTS ARE SOLD "AS IS", AND MANUFACTURER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IF APPLICABLE LAW DOES NOT PERMIT MANUFACTURER TO DISCLAIM IMPLIED WARRANTIES, THEN MANUFACTURER LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED PARTS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THE LIMITED PARTS WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS AND THE OBLIGATIONS AND LIABILITIES OF MANUFACTURER THEREUNDER REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER REMEDIES, GUARANTIES OR LIABILITIES, EXPRESS, IMPLIED OR CONSEQUENTIAL, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY CUSTOMER TO THE GREATEST EXTENT ALLOWED BY LAW.

MODIFICATIONS TO THESE TERMS AND CONDITIONS

Manufacturer reserves the right to modify, alter, and/or improve any products or parts without notice to Customer and without incurring any duty or obligation to modify, alter, improve, and/or replace any of the products or parts covered within these terms and conditions. Additionally, Manufacturer reserves the right to modify, alter, and/or change these terms and conditions or the availability of its Limited Parts Warranty at its discretion and without notice to Customer, but any changes will not be retroactive.

GOVERNING LAW, BINDING ARBITRATION, AND CLASS ACTION WAIVER

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its choice or conflicts of law rules, and the federal laws of the United States of America, as applicable.

Any dispute arising by, through, or under the subject matter of these terms and conditions or Manufacturer's Limited Parts Warranty shall be finally settled by arbitration in a venue at the discretion of the Manufacturer, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving consumer product warranty and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith.

BY REGISTERING YOUR WARRANTY AND AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU AGREE YOU WILL NOT CONSOLIDATE YOUR CLAIMS AGAINST THE MANUFACTURER WITH ANY OTHER INDIVIDUAL, WILL NOT SEEK A CLASS ACTION TREATMENT FOR ANY CLAIMS YOU MAY HAVE AGAINST THE MANUFACTURER, AND YOU WILL NOT PARTICIPATE IN A CLASS ACTION AGAINST THE MANUFACTURER. IF AT ANY TIME, YOU ARE MADE A MEMBER OF A CLASS IN ANY PROCEEDING AGAINST THE MANUFACTURER YOU WILL "OPT OUT" AT THE FIRST OPPORTUNITY, AND SHOULD ANY THIRD PARTY PURSUE ANY CLAIMS ON YOUR BEHALF, YOU MUST WAIVE YOUR RIGHT TO MONETARY RECOVERY.

MISCELLANEOUS

These terms and conditions constitute the sole and entire agreement between you and the Manufacturer regarding Manufacturer's Limited Parts Warranty and Manufacturer's warranty obligations and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding Manufacturer's Limited Parts Warranty and Manufacturer's warranty obligations.

No waiver by Manufacturer of any provision set out in these terms and conditions shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and any failure of Manufacturer to assert a right or provision under these terms and conditions shall not constitute a waiver of such right or provision.

If any provision of these terms and conditions is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the terms and conditions will continue in full force and effect.