

# AIRBOX™

CLEAN AIR. PURE & SIMPLE.

## PEAK SERIES WARRANTY INFORMATION

THE FOLLOWING WARRANTY PROGRAM IS APPLICABLE TO THE PEAK SERIES UNIT(S) (HEREIN REFERRED TO AS PRODUCTS) AND IS PROVIDED BY AIRBOX, LLC. COMPANY SHALL HEREIN BE REFERRED TO AS "AIRBOX". DO NOT USE YOUR AIRBOX PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE AIRBOX PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED IN THE RETURN POLICY LOCATED ON OUR WEBSITE (WWW.AIRBOXAIRPURIFIER.COM)

### DISCLAIMER

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, AIRBOX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, AIRBOX DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THE SERVICES. YOU ACKNOWLEDGE, BY YOUR USE OF THE SERVICES, THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

### INITIAL INSPECTION

You should always inspect the shipping carton for damages or possible shortages as soon as you receive your unit. If there are any signs of possible shipping damages, unpack the units and make a note of the shortage or damage on the freight bill before signing it. If the carton is opened at a later time and there is damage to the unit, you should file a concealed damage claim with the delivery carrier. They are responsible for any damages in shipment or shortages that were actually shipped.

### LIMITED LIFETIME WARRANTY - WHAT IS COVERED BY THIS WARRANTY?

**IMPORTANT:** AIRBOX warrants that if you—our customer—purchase one of our products, and we determine that it is defective in material and/or workmanship during your lifetime, we will repair or replace it at no charge. Fan Motors are warranted for **5 years** from the date of purchase. AIRBOX's published guidelines include, but are not limited to, information contained in technical specifications, user manuals, and service communications.

Should you need a replacement product, AIRBOX reserves the right to replace an obsolete product with a current production, like model. In the event that any issue with an AIRBOX product is not covered under this warranty AIRBOX can arrange to have the product repaired for a reasonable fee.

Any part which is determined to be defective in material or workmanship and returned to AIRBOX or authorized service facility, as AIRBOX designates, shipping cost prepaid, will be, as the exclusive remedy, repaired or replaced, at AIRBOX option. Any liability for consequential and incidental damage is expressly disclaimed. AIRBOX liability, in all events, is limited to and shall not exceed, the purchase price paid. Title and risk of loss pass to buyer on delivery to the common carrier. If product is damaged in transit, re-cipient must file claim with carrier. AIRBOX will make a good faith effort for prompt correction or other adjustments with respect to any product that proves to be defective within the warranty period.

### LIMITED LIFETIME WARRANTY - WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty **does not cover** consumables or normal wear-and-tear or damage resulting from abuse, alterations, unauthorized repairs, or use contrary to the Product's intended purpose. Additionally, this Warranty does not apply: (a) to replacement filters (b) to cosmetic damage, including, but not limited to, scratches, dents, and broken plastic, unless such damage has occurred due to a defect in materials or workmanship; (c) to damage caused by use with a third party component or product, including without limitation any replacement air filters not manufactured by AIRBOX; (d) to damage caused by breakdowns, fluctuations, or interruptions in electric power or by connection to improper power supply; (e) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake, or other external force; (f) to damage caused by operating the AIRBOX product outside AIRBOX's published guidelines; (g) to damage caused by service performed by anyone who is not a representative of AIRBOX; (i) to a AIRBOX product that has been modified to alter functionality or capability without the written permission of AIRBOX; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the AIRBOX product; (j) if any serial number has been removed or defaced from the AIRBOX product; or (m) if AIRBOX receives information from relevant public authorities that a AIRBOX product has been stolen.

### HOW CONSUMER LAW RELATES TO THIS WARRANTY

This warranty gives you specific legal rights, and you may have other rights that vary from state to state (or country or province). Other than as permitted by law, AIRBOX does not exclude, limit, or suspend other rights you may have, including those that may arise from the nonconformity of a sales contract. For a full understanding of your rights, you should consult the laws of your country, province or state.

### YOUR RESPONSIBILITIES

AIRBOX tries to honor this warranty in all cases where it has information regarding your purchase; however, AIRBOX reserves the right not to honor this warranty if it has not been registered within ninety (90) days of your purchase of the AIRBOX product.

Accordingly, we encourage you to complete the warranty registration form online at [www.airboxairpurifier.com/warranty](http://www.airboxairpurifier.com/warranty) or mail in the attached warranty card. This warranty extends only to the original purchasers who acquire new products from AIRBOX or its authorized resellers, or to anyone who receives an AIRBOX product as a gift, provided we are able to verify who made the purchase. Before receiving warranty service, AIRBOX or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues, and follow AIRBOX procedures for obtaining warranty service.

#### **WARRANTY SERVICE DURING THE FIRST 90 DAYS**

To submit a claim under this warranty, please contact AIRBOX at 855-927-1386 or by email at [info@airboxairpurifier.com](mailto:info@airboxairpurifier.com). If you submit a valid claim to AIRBOX in accordance with this warranty within ninety (90) days of your purchase of an AIRBOX product, AIRBOX will replace the AIRBOX product with the same model (or with your consent an AIRBOX product that has similar functionality). For warranty claims within the first ninety (90) days, AIRBOX offers free shipping both ways within the forty-eight (48) contiguous United States, and free shipping one way to Canada, Hawaii, Alaska, Puerto Rico, Guam, the Virgin Islands, and APO, FPO or DPO addresses (you pay for shipping to AIRBOX and we pay for shipping the replacement back to you). By registering your product and purchase information, we can confirm the date of purchase to secure your warranty. Please complete and return this registration card within 90 days from purchase in order to receive our Limited Lifetime Warranty.

#### **WARRANTY SERVICE AFTER THE FIRST 90 DAYS**

If you submit a valid claim to AIRBOX in accordance with this warranty after ninety (90) days, but during the Warranty Period, AIRBOX's obligation and liability under this limited warranty is limited to repairing (or, at the sole discretion of AIRBOX replacing) the AIRBOX product, if in need of repair or deemed defective. When an AIRBOX product or part is replaced, any replacement item becomes your property and the replaced or refunded item becomes AIRBOX's property. To obtain service under this warranty, please contact AIRBOX at the phone number or e-mail listed above. An AIRBOX representative will help determine whether your AIRBOX product requires service or needs replacing and, if it does, will inform you how AIRBOX will provide such service or replacement. In such cases, AIRBOX may, at its sole discretion, offer free shipping both ways within the forty-eight (48) contiguous United States, or free shipping one way to Canada, Hawaii, and Alaska (you pay for shipping to AIRBOX, and we pay for shipping the repaired or replaced product back to you). Please note that any repairs attempted or completed without AIRBOX authorization will void this warranty. AIRBOX reserves the right to change the method by which AIRBOX may provide warranty service to you, and your AIRBOX product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability, and response times may vary according to country. If you seek service in a country that is not the original country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL AIRBOX OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF AIRBOX HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT WILL AIRBOX BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

#### **BINDING ARBITRATION AND CLASS ACTION WAIVER**

In the event of a dispute, you agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act, and agree not to sue in court in front of a judge or jury. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed, nor is combining individual proceedings without the consent of all parties. The term "dispute" is to be construed broadly, and includes any claim or controversy between you and us concerning the Services or these Terms, under any legal theory including contract, warranty, tort, statute, or regulation.

If you have a dispute, send a Notice of Dispute by U.S. Mail to: Austin Air Box LLC 2213 Ranch Road 620N, Suite 104, Austin, Texas 78734, including your name, address, how to contact you, what the problem is, and what you want. After 60 days, you (or we) may start an arbitration if the dispute remains unresolved. You must file any claim or dispute within one year from when it first could be filed. Otherwise, it's permanently barred. These Terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will proceed in court, with the rest proceeding in arbitration.

#### **GENERAL**

No AIRBOX reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the State of Texas, and you hereby consent to the exclusive jurisdiction of the state courts in Travis County, Texas. AIRBOX or its successor in title is the warrantor under this Warranty. Any future claims regarding your AIRBOX product are governed by this Warranty. However, AIRBOX reserves the right, as a general matter, to change its warranty policies. If you make any future purchases of AIRBOX products, those products may be governed by different warranty policies.

#### **ADDITIONAL INFORMATION**

ALWAYS USE AIRBOX REPLACEMENT FILTERS & PARTS TO MAINTAIN WARRANTY. TO ORDER REPLACEMENT PARTS CALL 855-927-1386 OR EMAIL [info@airboxairpurifier.com](mailto:info@airboxairpurifier.com). Visit [www.airboxairpurifier.com](http://www.airboxairpurifier.com) to learn more.