

STANDARD WARRANTY - LEGACY LINES

MacroAir 12-Year Service Life Prorated Limited Warranty MacroAir Technologies, Inc.

WARRANTOR: The warrantor for the limited warranties set forth herein is MacroAir Technologies Inc. ("MacroAir").

LIMITED WARRANTY: This prorated limited warranty (this "Warranty") applies only to the original End-User (the "End-User") of any MacroAir Technologies' Six or Three Blade Fan(s) (individually and collectively, the "Product") and cannot be transferred. This Warranty applies even in the event that the Product is initially sold by MacroAir for resale to an End-User.

WHAT THIS WARRANTY COVERS: In addition to the Lifetime Warranty on blades, hub, and frame; and the 3-Year Non-prorated Warranty, MacroAir warrants that the Product will have a "service life" (defined below) of Twelve Years from the date of purchase (the "Twelve-Year Service Life") when used in accordance with the operation and maintenance procedures prescribed in the MacroAir Installation and Owners Manuals. If MacroAir finds, in its sole discretion, that any Product has not provided the Twelve-Year Service Life, MacroAir will, as its sole obligation and the End-User's sole remedy for MacroAir's breach of this warranty, repair or replace the Product, at its option, F.O.B. MacroAir's factory, for a charge, payable by the End-User to MacroAir prorated on the following basis:

The End-User will be allowed a credit against the MacroAir's list price of equivalent equipment at the time of return of the Product to MacroAir, in proportion to the percentage of Twelve-Year Service Life remaining at the time of return of the Product to MacroAir. The End-User will assume responsibility to pay the balance of the list price; and MacroAir reserves the right to require payment prior to delivery of the repaired or replacement equipment.

For the avoidance of doubt, MacroAir's responsibilities under this Warranty are as follows:

Lifetime - Product repaired or replaced - Applies to Blades, Hub, and Frame, as described therein

3-Year Limited Non-Prorated Warranty - Product repaired or replaced - Applies to all Product components, as described therein

Year 4-12 - Unit Credit (\$) = Current List Price X $\frac{\text{Years of Unexpired Service Life}}{12 \text{ Years of Warranted Service Life}}$

SERVICE LIFE: A MacroAir fan's service life is its expected lifetime, or the acceptable period of use in service. It is the time that a MacroAir fan can reasonably be expected to be 'serviceable' or supported by MacroAir.

WHAT THIS LIMITED WARRANTY DOES NOT COVER: This Warranty does not cover any defects or damages caused by: (a) failure to properly store the Product before installation; (b) shipping and delivery of the Product if shipping is FOB Factory; (c) neglect, accident, abuse, misuse, misapplication, or incorrect installation; (d) repair or alteration not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent; (e) improper testing, operation, maintenance, adjustment, or modification of any kind not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent; or (f) use of the Product under other than normal operating conditions or in a manner inconsistent with the Product's labels or instructions.

This Warranty is not valid: (a) unless the End-User returns to MacroAir the Warranty Registration Card or registers online within thirty (30) days of purchase; or (b) if the Product's serial numbers have been removed or are illegible. Any Warranted Items repaired or replaced pursuant to this Warranty will be warranted for the remaining portion of the original Warranty subject to all the terms thereof. MacroAir shall not be responsible for any charges for testing, checking, removal or installation of Warranted Items not authorized in writing by MacroAir personnel or performed by an authorized MacroAir Customer Service Engineer or Agent.

LIMITATION OF LIABILITY: The remedies of the End-User set forth herein are exclusive and are the sole remedies for any failure of MacroAir to comply with its obligations hereunder. In no event shall MacroAir be liable in contract, in tort (including negligence or strict liability) or otherwise for damage to property or equipment other than the Products, including loss of profits or revenue, loss of use of Products, cost of capital, claims of customers of the End-User or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of MacroAir hereunder whether the claims are based in contract (including indemnity), in tort (including negligence or strict liability) or otherwise, shall not exceed the price of the Product on which such liability is based. MacroAir shall not be responsible for failure to provide service or parts due to causes beyond MacroAir's reasonable control.

END-USER'S OBLIGATIONS: In order to receive the benefits of this Warranty, the End-User must use the Product in a normal way; follow the Product's Installation and Owners Manuals; and protect against further damage to the Product if there is a covered defect.

OTHER LIMITATIONS: MacroAir's obligations under this Warranty are expressly conditioned upon receipt by MacroAir of all payments due to it (including interest charges, if any). During such time as MacroAir has not received payment of any amount due to it for the Product, in accordance with the contract terms under which the Product is sold, MacroAir shall have no obligation under this Warranty. Also during such time, the period of this Warranty shall continue to run and the expiration of this Warranty shall not be extended upon payment of any overdue or unpaid amounts.

COSTS NOT RELATED TO WARRANTY: The End-User shall be invoiced for, and shall pay for, all services not expressly provided for by the terms of this Warranty, including without limitation, site calls involving an inspection that determines no corrective maintenance is required. Any costs for replacement equipment, installation, materials, freight charges, travel expenses or labor of MacroAir representatives outside the terms of this Warranty will be borne by the End-User.

OBTAINING WARRANTY SERVICE: Call MacroAir Technologies Inc., Customer Service Department at 909.890.2270. MacroAir will not accept any product for return, credit or exchange unless expressly authorized by MacroAir in writing and delivered FOB MacroAir factory with proper Return Authorization Number attached to the product.