# Warranty

No Perfect Vents wholesaler, distributor, retailer, dealer, reseller, agent or employee is authorized to make any modification, extension, or addition to this Warranty or any of its terms.

## **Limited Warranty**

Perfect Vents Inc. ("**Perfect Vents**") manufactured products ("**Products**") are warranted to be free from defects in materials and workmanship under normal service and use for which they were designed ("Defect") for a period of one (1) year from the date of the original retail purchase (the "**Warranty Period**").

## Making a Warranty Claim

If you notice what you believe to be a Product Defect, notify the dealer you purchased through. When you notify the dealer, please provide proof of the date of original retail purchase, for example, a purchase receipt or credit card statement. If the dealer is no longer available, contact Perfect Vents directly at PerfectVents@gmail.com.

## What Perfect Vents Will Do When a Warranty Claim is Made

If notice of a Defect is received within the Warranty Period, Perfect Vents will take the steps described below.

After receiving notice of a claim of Product Defect, Perfect Vents may request video or pictures of the defect. Perfect Vents will have no obligations under this Warranty if: 1) a picture or video of the Product is not permitted; or 2) Perfect Vents determines, after inspecting the Product, that it does not meet the requirements of this Warranty.

If a Defect is determined to exist, Perfect Vents will replace the Product with a Perfect Vents Product of the same color, design, style and quality, at no expense. If identical Product materials are not available at the time of replacement, Perfect Vents reserves the right to substitute materials of equal quality or issue a refund. If Perfect Vents does not have more of the material in stock and the end user or dealer does, a shipping label will be provided at Perfect Vents expense to procure the material. Perfect Vents reserves the right to request return of the product in question at Perfect Vents expense.

The replacement of the Perfect Vents Product under this Warranty does not extend the duration of the Warranty Period or begin a new Warranty Period.

### **Warranty Limitations**

Any of the following circumstances will reduce or exclude Perfect Vents' responsibilities and liabilities under this Warranty:

### **Original Purchaser**

This Warranty extends only to the Original Purchaser of a Perfect Vents Product. "Original Purchaser" means the first purchaser who pays for the Product, also known as the "end consumer".

### Improper Installation, Maintenance and Use

Perfect Vents Products require proper installation including use of the Perfect Vent Template, proper maintenance and proper use. This warranty therefore does not cover Products that have been:

- a) installed in a manner not in compliance with the Product installation guide;
- b) installed without the use of a coordinating Perfect Vents Template;
- c) improperly stored, maintained or repaired;
- d) modified, tampered with or intentionally damaged;
- e) combined or used with third party components;
- f) damaged by accident including burns, cuts, cracks, tears, scratches, scuffs, stains, dropping, and indentations; or
- g) damaged by a natural hazard outside human control, including lightning, flooding, weather, earthquake, or other natural disaster or phenomena.

#### **HVAC System Exclusion**

It is the responsibility of the purchaser and end user to ensure that Perfect Vents Products are compatible with their HVAC system. This Warranty therefore does not cover any repair or replacement of an HVAC system, furnace, electrical system or components, or any other mechanical damage or labor costs resulting directly or indirectly from the installation and use of Product.

#### Disclaimer

This Warranty and the remedies set out above are exclusive and in lieu of any other warranties and remedies, oral or written, express or implied.

Perfect Vents expressly disclaims any and all representations and warranties not stated in this Warranty.

Perfect Vents disclaims all implied warranties, including any implied warranties of merchantability and fitness for a particular purpose. If Perfect Vents cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on expiration of the Warranty Period.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PERFECT VENTS' MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PERFECT VENTS BE LIABLE FOR LOSS OF PROFITS, REVENUES OR INCOME, LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR INDIRECT, SPECIAL, ECONOMIC, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT PERFECT VENTS HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

## **Weight Limitations**

Perfect Vents Products can be damaged if installed improperly or if excess weight is applied. The Perfect Vents Support Plate MUST BE INSTALLED UNDER THE VENT COVER TO ENSURE PROPER SUPPORT.

The Standard Vents sizes are rated for up to 300 pounds of foot traffic. The Wide Vents sizes are rated for up to 275 pound of foot traffic when using the upgraded heavy gauge support plate.

Sliding furniture across a Perfect Vents Product can cause damage that will not be covered under the warranty.

If the proper size Perfect Vent Product is not used for the correct duct size, damage will occur that is not covered under the warranty. Example: Using a 4"x12" Perfect Vent on a 5"x12" duct opening.

It is recommended to avoid heavy furniture legs, chair legs, bed frames, or any other object that puts extreme amounts of weight in a small surface area.