



VES-Artex Warranty & Return Policy

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WARRANTY PERIOD

The VES Environmental Solutions, Inc. (“VES-Artex”) products listed below (the “Products”) are warranted to the purchaser (the “Purchaser”) against defects in workmanship or materials under normal use for the applicable warranty period specified below, beginning from the shipped date. Items denoted by an * are instead subject to the third-party manufacturer’s standard warranty. The list below reflects the standard warranty period offered by the third-party manufacturer for these items at the time of this policy’s release.

Soaking System

- 1 Year Galvanized Soaker Pipe, Mounts, Couplings, Adaptors, and End Caps
- 90 days Electric Solenoids
- 1 Year Intelligent Soaker control *

High Pressure (HP) Fogging

- 1 Year HP Fogging System Components (besides Controls and Pump)
- 1 Year HP Fogging Pumps (less wear items) *
- 1 Year warranty on High Pressure Fogging Motor *
- 2 Years High Pressure Fogging Controls *

Cattle Handling

- 1 Year on all Cattle Handling Products

Controls

- 2 Years VES-Artex Cloud Connection Panel (mini-PC, Supervisor, and other components in that are included inside of the Cloud Connection Panel), Phason Controls *, Turntide Direct Drive Controls *, and Variable Frequency Drives *
- 1 Year Wi-Fi components *
- 1 Year Sensors *
- 2 Years on Lock Curtain Control Panel *
- 90 Days on Phason Accessories, Kits, Replacement Parts, and Software *

Fans

- 10 Years Structural on all Fan Housings, Steel Components, Guards, and Deflectors on Deflector Fans
- 10 Years on all 50”, 55”, 72” & 84” Poly Blades
- 5 Years on all 50”, 55”, 72” & 84” Aluminum Blades
- 1 Year on all 36” Blades and Below
- 2 Years on Variable Speed Motors *
- 3 Year on Turntide Direct Drive Motor *
- 1 Year Tie Bar Shutter
- 1 Year PPF box (Actuator Motor Included)

Poly, Lighting, and Rubber

- 3 Years on Polycarbonate Sheets *
- 5 Years on Lighting *
- 5 Years on Rubber Flooring *

Curtains

- 2 Years on Motor *
- 2 Years on Drive Units and Parts (Excluding Motors) *
- 1 Year on Telescoping Arm *
- 1 Year on Cable Drum *

Ceiling, High Velocity, and Shutter Fans

- 2 Year Industrial Ceiling Fans
- 2 Year for HVW Fans
- 2 Year for Shutter Fans

PURCHASER RESPONSIBILITIES

For any Product believed to be defective in material or workmanship, Purchaser must request a warranty claim form from VES-Artex Customer Service at 715-720-0800. This warranty and remedy are expressly conditioned on Purchaser thoroughly inspecting all Products when delivered and returning a completed warranty claim form detailing all suspected defects to VES-Artex within 10 days of delivery or, if the defects could not be

detected through thorough inspection upon delivery, within 10 days after Purchaser discovers the defect. If the Product is within the warranty period, VES-Artex will issue a Return Merchandise Authorization (RMA) number. All containers must be labeled with the RMA number. Any container that is returned without an RMA number may be subject to an additional processing fee. RMA numbers expire 30 days after issue date. RMAs shipped after the 30-day window may be voided or subjected to an additional processing fee. All items being returned for warranty testing will be sent to the preauthorized service location designated by VES-Artex with freight prepaid by Purchaser. If VES-Artex determines that the Product is not covered under this warranty after testing and inspection, the Product will be subject to the "Returns" section below and may incur an additional fee for diagnosis and evaluation. ANY PRODUCT RETURNED TO VES-ARTEX FREIGHT COLLECT AND/OR WITHOUT AN RMA AUTHORIZATION WILL BE REFUSED. For any items from a third-party manufacturer, Purchaser should instead follow the third-party manufacturer's warranty process.

VES-ARTEX RESPONSIBILITIES

If VES-Artex determines that a Product is defective in material or workmanship during the applicable warranty period, VES-Artex may repair the Product, replace the Product with the same or an equivalent model that gave rise to the defect or, in VES-Artex's sole and exclusive discretion, refund the amounts that Purchaser paid for the Product. Any repair or replacement of a Product shall not extend the original warranty period. If VES-Artex elects to replace a Product, VES-Artex will pay for shipping of the replacement Product to Purchaser.

LIMITATIONS

EXCLUSIONS: This warranty does not apply to any damage caused to Products during shipping; damage that does not affect Product performance, such as scratches and dents, normal aging, normal wear and tear, or corrosion; any damage that impacts the thermal characteristics of the Products (e.g., motor fan damage); or any defect in goods not manufactured by VES-Artex. This warranty also does not apply to any Product defects caused by improper site preparation and maintenance; installation, wiring, alteration, adjustments, adaptations, improper testing, disassembly, modification, removal of serial numbers or warranty date decals, repair, maintenance, service, or relocation of the Products by non-VES-Artex personnel; abuse, neglect, vandalism, damage, or other problems caused by accidents, misuse or negligence; storage, use or maintenance of the Products other than as specified in the applicable VES-Artex documentation or instructions; use of the Products with software, interfacing, parts, or supplies not supplied by VES-Artex; extreme power surge, extreme electromagnetic field, or any acts of nature; improper operation (e.g., overloading a Product); improper voltage applied or operation outside of the duty cycle (i.e., not to specification); improper current source used (i.e., current not to specification) or lack of protection against current surge; use of the Products outside of environmental specifications (e.g., indoor Products used outdoors) or with uncertified sensors; or any other causes beyond the control of VES-Artex.

COSTS: VES-Artex does not refund any costs associated with warranty issues. Purchaser will bear the costs of access, de-installation, re-installation, and labor related to each Product; this includes all costs related to investigation, removal, packing, and, if VES-Artex suggests disposal, disposal charges.

SUITABILITY AND INSTALLATION: Codes and regulations governing construction, installation, and use of Products for certain purposes may vary from jurisdiction to jurisdiction. Before purchase and use of a Product, Purchaser should review the Product applications, as well as all applicable national and local codes and regulations, to be certain that the installation and use will comply with any corresponding codes and regulations. Except to the extent that VES-Artex provides paid professional consulting services to Purchaser under a separate agreement, Purchaser and its third-party contractors are solely responsible for selecting and installing Products in a professional manner, which includes evaluating the suitability of any system design, installation or technical recommendations provided by VES-Artex. All such recommendations are provided as a courtesy to Purchaser and are provided "as is" without any representations or warranties, including but not limited to warranties as to accuracy, completeness, or fitness for a particular purpose.

DISCLAIMER: VES-ARTEX MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND VES-ARTEX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SOLE REMEDY: THE REMEDIES SET FORTH IN THIS WARRANTY ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY FAILURE OF VES-ARTEX TO COMPLY WITH ITS OBLIGATIONS UNDER THIS WARRANTY, INCLUDING ANY BREACH OF THE WARRANTY. VES-ARTEX SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATION OR LIABILITY, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. VES-ARTEX SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. Without limiting the generality of the foregoing, VES-Artex specifically disclaims any liability for property damage, penalties, special or punitive damages, damages for lost profits or revenues, cost of capital, cost of substitute products, or the claim of any third party for any such damages.

RETURNS

To initiate a non-warranty-related return, Purchaser must request an RMA number from VES-Artex Customer Service at 715-720-0800. Products may NOT be returned to VES-Artex without an RMA number. All containers must be labeled with the RMA number. Any container that is returned without an RMA number may be subject to an additional processing fee. RMA numbers expire 30 days after issue date. RMAs shipped after the 30-day window may be voided or subjected to an additional processing fee. All returns must be sent to a VES-Artex designated destination, with freight costs prepaid by Purchaser. For standard items in "like new" condition, a credit will be issued (a minimum 20% restocking fee may apply) after receipt and inspection of the item by VES-Artex. For custom or private labeled items, or any standard item returned in less than "like new" condition, the restocking fee will be determined upon inspection and will be within a range from 30% to 100%. ANY PRODUCT RETURNED TO VES-ARTEX FREIGHT COLLECT AND/OR WITHOUT AN RMA AUTHORIZATION WILL BE REFUSED.

This warranty replaces all previously printed or stated warranties. This warranty may change without notice.