

# LIMITED WARRANTY

for MRBREEZE Hot+Cool Bladeless Fan (a division of MRCOOL)



Models: MRF1016PLOW

## What Is Covered

MRCOOL ("Company") warrants this MRBREEZE bladeless fan against defects in materials and workmanship under normal residential use and maintenance for one (1) year from the date of original retail purchase ("Warranty Period"). This limited warranty applies only to fans purchased from authorized dealers and used in the United States or Canada.

If a covered defect arises during the Warranty Period, MRCOOL will, at its discretion, repair or replace the defective part or product with a new or refurbished unit. This warranty covers parts only; labor and shipping are not included unless required by law.

## Warranty Conditions

- The warranty applies only to the original purchaser and is non-transferable.
- Proof of purchase must be provided to obtain warranty service.
- The product must have been used in accordance with the MRBREEZE User Manual and only for normal indoor residential use.

**Limitations of Warranty:** TO THE FULLEST EXTENT PERMITTED BY LAW: THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTY RIGHTS AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MRCOOL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER ECONOMIC LOSS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, EVEN IF MRCOOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL MRCOOL'S LIABILITY EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS BELOW MAY NOT APPLY TO YOU.

## THIS WARRANTY DOES NOT COVER ANY OF THE FOLLOWING:

1. Labor or other costs incurred for diagnosing, repairing, removing, installing, shipping, servicing or handling of either defective parts, or replacement parts, or new units.
2. Normal maintenance as outlined in the Installation and/or Owner's Manuals, including, but not limited to filter cleaning and/or replacement, and lubrication.
3. Failure, damage or repairs due to faulty installation, blockages, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
4. Failure to start due to voltage conditions, blown fuses, open circuit breakers, or damages due to the inadequacy or interruption of electrical service.
5. Failure or damage due to animals or other organisms, water, floods, winds, fires, lightning, accidents, impact damage from projectiles, earthquake, theft or loss, riot, vandalism, acts of war, force majeure, corrosive environments, or other conditions beyond the control of the Company.
6. Parts or products not supplied or designated by Company, or damages resulting from their use.
7. Products installed outside the USA and Canada.
8. Electricity or fuel costs, or increases in electricity or fuel costs from any reason whatsoever, including additional or unusual use of supplemental electric heat.
9. Any and all shipping or freight charges or damages arising from transportation of the product or parts covered by the Limited Warranty.
10. A product that had a serial number or any part(s) thereof altered, defaced or removed in any way.
11. Any damage caused by frozen or broken water pipes in the event of equipment failure.
12. Changes in the appearance of the unit that do not affect its performance.
13. Replacement of fuses and replacement or resetting of circuit breakers.
14. Units operated in incomplete structures.
15. Any special, indirect or consequential property or commercial damage of any nature whatsoever.

For additional warranty exclusions, visit [www.MRCOOL.com](http://www.MRCOOL.com)

## CLAIM SUBMISSION

To submit warranty claims, Customer must call (270) 366-0457, email [support@mrcool.com](mailto:support@mrcool.com), create a ticket through [mrcool.com](http://mrcool.com) or follow other directions provided on [mrcool.com](http://mrcool.com). Customer or a MRCOOL authorized Technician must perform any and all diagnostics as directed by MRCOOL and provide proof as required by MRCOOL. MRCOOL may require video evidence of various performance issues to approve the claim. At the request of MRCOOL, parts must be returned to MRCOOL and become the property of MRCOOL. To receive warranty credit, your claim must be approved.

## DISPUTE RESOLUTION

In the event of any dispute with MRCOOL, Purchaser agrees to first contact MRCOOL by phone at (270) 366-0457, by e-mail at [legal@mrcool.com](mailto:legal@mrcool.com), or by U.S. Mail at MRCOOL, LLC, Attn: Customer Service, 48 Remington Way, Hickory, KY 42051, and attempt to resolve the dispute informally by providing the following information: name, address, contact information and the nature of the dispute. In the event that MRCOOL is unable to resolve a dispute within 90 days of Purchaser's contacting MRCOOL, the parties agree to resolve any claim, dispute, or controversy arising out of or in connection with this Limited Warranty (the "Claims") by binding arbitration.

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## **ARBITRATION**

Unless otherwise required or prohibited under applicable state or province law, the laws of the State of Kentucky shall govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to this Limited Warranty shall be submitted to confidential arbitration in Paducah, Kentucky, under the rules then prevailing of the American Arbitration Association. To the fullest extent permitted by applicable law, no such arbitration shall be joined to an arbitration involving any other person or entity subject to this Limited Warranty, whether through class arbitration proceedings or otherwise. Except to the extent prohibited by applicable law, Purchaser agrees she/he will not bring any Claim more than one (1) year after the cause of action has accrued. If the arbitrator decides in favor of Purchaser, the award may include Purchaser's costs of arbitration, including reasonable attorneys' fees and reasonable fees for any expert and other witnesses. Any award rendered by the arbitrator may be entered in any court of competent jurisdiction. You have the right to opt out of this arbitration provision by contacting us at [optout@mrcool.com](mailto:optout@mrcool.com) within thirty (30) days of your purchase of the product. If more than thirty (30) days have passed, you are not eligible to opt out of this arbitration requirement and must pursue any claim through binding arbitration.