

HealthPro® Series Warranty

HealthPro® Series

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How long does the IQAir® HealthPro® Series Limited Warranty last?

We are proud to cover IQAir® HealthPro® Series air cleaning systems with a one-year limited warranty. The Limited Warranty applies only to IQAir products purchased in North America directly from IQAir North America, Inc. (or from an IQAir Authorized Dealer). Also, the original first purchaser of a genuine IQAir HealthPro® Series air cleaning system may upgrade the one-year limited warranty that came with the product to a 10-Year Limited Warranty for residential use (two years for commercial use) by completing, within thirty (30) days from the date of purchase, the IQAir online Limited Warranty application process at <http://www.iqair.com/warranty> or by sending in the completed mail-in warranty application card (or by faxing it to 1-562-903-7601). During the online Limited Warranty registration process, you will need to provide the actual Serial Number of the product that is being registered.

This IQAir® HealthPro® Series limited warranty is only valid for the original first purchaser. It is non-transferable.

The warranty for replaced parts will expire automatically with the termination of the original system's warranty.

Filters are consumables and are not covered under this warranty.

What will IQAir do in terms of the Limited Warranty?

During the applicable limited warranty period, IQAir will repair or replace (at its option) any product, part, or component covered by this limited warranty which fails under normal use as a result of a defect in material or workmanship. IQAir will repair or replace the product, part or component with a comparable component.

IMPORTANT NOTE: All products you wish to return for service or repair must be accompanied by a Return Authorization Number (RA Number). This number and shipping instructions can be obtained by contacting the IQAir Technical Support Team. The RA Number must be clearly visible on all external packaging. IQAir reserves the right to refuse any shipment received without RA Number and to return the shipment at the original sender's cost.

What is not covered by the Limited Warranty?

IQAir limits its warranty within the country of purchase. If the IQAir® HealthPro® Series air cleaning system is shipped outside the country of purchase, then the warranty will be void.

This warranty is no longer valid if the system has been connected to a power supply other than that which is specified for this product or if a power transformer has been used.

The customer is responsible for shipping charges to IQAir and IQAir is responsible for return shipping charges (via ground shipping) to correct defects in material and workmanship during the warranty period. IQAir will not refund shipping, handling or insurance costs for warranty repairs.

IQAir covers the shipping costs going back to the customer for ground shipping only. Should a faster shipping service be required, additional shipping costs will apply and are the responsibility of the customer.

To secure your warranty rights and prevent possible transport damage, all products must be returned in original IQAir packaging, otherwise the warranty is void. Please keep the original packaging. Alternatively, original IQAir packaging can be ordered, for a nominal fee, from IQAir.

Any misuse, abuse or modification to the original product voids the limited warranty.

The use of inferior replacement filters will void this limited warranty.

How does state law apply to the Limited Warranty? (Applies in the United States only)

This warranty gives you specific legal rights and you may have other rights which vary from state to state.

Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusion herein may not apply.

All warranties, terms and conditions, and/or contracts shall be governed by and construed in accordance with the laws of the State of California and the United States of America with venue for such disputes in the courts located in Los Angeles County, California. All statements, technical information and recommendations about IQAir Products and/or services are based upon tests and information believed to be reliable but do not constitute a guarantee or warranty of any kind. All IQAir products are sold with the understanding that Purchaser has independently determined the suitability of such products for its intended and other purposes.

Other Terms and Conditions for the Limited Warranty:

Warranty period begins on the date of original purchase. A sales receipt may be required for warranty service.

This warranty shall not apply to damage caused by misuse, wear and tear, neglect, unauthorized repair, damage caused by installation, improper voltage, adaptation, modification or use in an improper manner or inconsistent with IQAir's operating and maintenance instructions, or to wear or deterioration resulting from environmental conditions or to damage sustained during transit. IQAir will not be liable under this warranty for any fault or damage arising from defective workmanship if the product has been serviced, repaired or modified by anyone other than IQAir or its authorized service agents or if the manufacturer's serial sticker has been removed or tampered with.

Misuse and Force Majeure – IQAir has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or installed. Product is not warranted against premature failure caused by chemical, viral, bacteriological, water, environmental or mechanical means such as, but not limited to, vandalism, voltage, cleaning solutions, moisture or excessive temperature.

This warranty does not cover damage to cables caused by accident, abuse, improper voltage, violence, acts of God or use of non-approved supplies/parts, or those not meeting our specifications. Damage from fire, structural failure, lightning, accidents, and any other force majeure events are not covered by this warranty.

Limitation of Liability – In no event shall IQAir be liable for any incidental or consequential damages, including but not limited to loss of profit, loss of use or production or loss of capital, even if it has been advised of the possibility of such damages. The remedies of customer set forth herein are the sole and exclusive remedies of customer relating to the Products purchased from IQAir. The total liability of IQAir with respect to any warranty and/or terms and conditions of purchase, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or use of any Products, whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, shall not exceed the purchase price of the Products upon which liability is based.

Customer shall defend and indemnify IQAir, against any and all losses, damages and expenses, including attorneys' fees and other costs, that IQAir may sustain in defending any action based upon any claim of negligence, breach of implied warranty, or similar claim arising directly or indirectly from the act, omission or negligence of the customer in connection with or arising out of the use, operation, replacement or repair of any Product and/or filter sold by IQAir, to customer.

Please read this warranty very carefully.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES, WHETHER IN LAW OR EQUITY. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE, NON-INFRINGEMENT OF ANY STATUTORY OR COMMON LAW INTELLECTUAL PROPERTY INTEREST, INCLUDING ANY PATENT, TRADEMARK, COPYRIGHT, TRADE DRESS, TRADENAME, OR TRADE SECRET INTEREST, OR OTHERWISE, EXCEPT AS SET FORTH HEREIN (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO PRODUCTS SOLD BY IQAIR, MAKES NO REPRESENTATIONS OR WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, EVEN IF IQAIR HAS BEEN MADE AWARE OF SUCH RIGHTS OR INFRINGEMENT. IQAIR SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. IQAIR SHALL NOT BE LIABLE TO PURCHASER FOR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS OR ANY OTHER AGREEMENT. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS (INCLUDING, WITHOUT LIMITATION, ANY TERMS CONTAINED ON ANY PURCHASE ORDER WHICH CONFLICT WITH THE TERMS CONTAINED HEREIN) SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF IQAIR.

It is expressly agreed and understood that IQAir's sole obligation and your exclusive remedy under this warranty, shall be limited to repair or replacement of defective Product(s) without charge at IQAir's plant or at the location of Product (at IQAir's option), or in the event replacement or repairs is not commercially practical, to IQAir's issuing the Purchaser a credit reasonable in light of the defect in the Product.

If any court of competent jurisdiction or relevant government agency holds any provision of this warranty and limitation of liability to be illegal, void, invalid or unenforceable, whether in terms of any competition, legislation or otherwise, such provision shall be deleted and severable from this warranty and limitation of liability but deletion shall not affect the validity or enforceability of any other provisions hereof.

