



“VAUGHANAIR DURADUCT” ASSEMBLIES LIMITED LIFETIME WARRANTY

VaughanAir warrants its “VaughanAir DuraDuct” product line against defects in material and workmanship for the entire duration the product is incorporated and used in its original installation when said product is properly installed per VaughanAir’s design and current installation instructions or specifications.

Products Covered. This limited lifetime warranty applies to the following VaughanAir products: KEX, SED, DXD, LXD, HXD, GNX, GNX-R6, HP, 2HR, UCR, and Grease Doors.

VaughanAir will, at its sole discretion, either repair or replace any defective product covered by this limited lifetime warranty at no charge, provided however Buyer shall be responsible for all costs of removal, shipping and reinstallation of the product. Furthermore, this warranty does not apply to any system component not manufactured by VaughanAir and installed as part of the overall mechanical system. Repairs or replacement of products provided under this limited lifetime warranty are similarly warranted for the remainder of the original warranty term.

Scope and Exclusions. This limited warranty applies solely to products manufactured by VaughanAir and does not extend to equipment, accessories, controls, supports, or other system components manufactured by others. This warranty does not apply to any product damaged by accident, alteration, unauthorized repair, abuse, misuse, improper installation, operation, cleaning, or maintenance. VaughanAir does not warrant against normal wear and tears; abrasion, corrosion, or erosion; discoloration or changes in surface finish; or other cosmetic or aesthetic conditions that do not materially impair the product's intended performance.

This limited lifetime warranty is extended solely to the original system owner and is subject to the following conditions:

1. The undamaged components have been correctly installed in accordance with VaughanAir’s system design and sizing, and installation instructions published by VaughanAir.
2. Proper precautions were taken to not damage the duct during installation, assembly and post-installation maintenance of system, including improper solvents or chemicals which may also cause damage.

VaughanAir makes no other warranty, whether expressed or implied. This warranty shall be the sole and exclusive remedy of any Buyer, whether in contract, tort or otherwise.



Damage to your “VaughanAir DuraDuct” assembly that results from accidents such as fire, flood, high winds, “acts of God”, or any other contingency beyond our control is not covered.

VaughanAir assumes no liability for any damage resulting in whole or part from misuse, improper installation, or inadequate maintenance of the system or component part thereof, nor assumes or authorizes any other person or entity to assume on its behalf any other liability in connection with the sale of its products.

VaughanAir requires written notice of any defect within 90 days of failure for a warranty claim to be valid. Written notice should include a description of the product, and of how the products fail to meet the above warranty. Claims shall be directed to: VaughanAir - Warranty Claim, 199 Courtland Avenue, Vaughan, Ontario L4K 4T2.

UNDER NO CIRCUMSTANCES SHALL VAUGHANAIR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OF PRODUCTION, LOSS OF ANTICIPATED SAVINGS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING OUT OF OR RELATING TO THE PURCHASE, INSTALLATION, USE, PERFORMANCE, FAILURE, REPAIR, OR REPLACEMENT OF THE PRODUCT, WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF VAUGHANAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT AS EXPRESSLY PROVIDED IN THIS WARRANTY.