

Warranty

Mindful, LLC makes the following limited warranty to the original residential user or consumer purchaser of the **Heater**: If any part of the **Heater** fails one (1) year from date of purchase due to a defect in material or workmanship, we will provide a replacement part free of charge. If no replacement part can be provided, we will replace your **Heater**. For two (2) years from date of purchase, if the **Heater** motor fails when operated and maintained according to instructions attached to or furnished with the product, Mindful, LLC will repair or, at our option, replace your **Heater** with an identical or comparable **Heater**. This warranty does not cover the pre-filter or HEPA filter. Failure to clean and/or maintain the **Heater**, including cleaning filters when necessary, will invalidate this warranty.

IF THE ORIGINAL RESIDENTIAL USER OR CONSUMER PURCHASER CEASES TO OWN THE **HEATER**, THIS WARRANTY AND ANY IMPLIED WARRANTY WHICH THEN REMAINS IN EFFECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE VOIDED. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. THE DURATION OF ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY LIMITED TO THE PERIOD OF THE EXPRESS WARRANTY SET FORTH ABOVE.

This warranty is voided if your **Heater** is not purchased and used in the USA or Canada.

This warranty excludes and does not cover defects, malfunctions, or failures of the **heater** which were caused by repairs by persons not authorized by us, use of parts, or accessories not authorized by us, mishandling, possession, or unreasonable use, including failure to provide reasonable and necessary maintenance. This warranty does not cover **heaters** used in commercial applications. There are no express or implied warranties as to commercial purchasers or users.

See next page for more information on what is not covered.

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What is not covered:

- Units that are sold “as is”, are used, or sold by unauthorized resellers (an unauthorized reseller is defined as any third-party reseller who has no official relationship with Mindful, LLC.). Mindful, LLC will have the final determination regarding who an unauthorized reseller is determined to be.
- Shipping or freight charges to return products for warranty service.
- Commercial or non-residential use or use inconsistent with the product instructions and manuals.
- The following parts (if included) are not covered: light bulbs, batteries, filters, remotes, etc.
- Defects or damage resulting from accident, misuse, abuse, alteration, fire, floods, or acts of God.
- Cosmetic damage (e.g., scratches, dents, chips, and other damage to finishes), unless such damage results from defects in materials and workmanship and is reported within 30 days from date of delivery.
- Units with original, factory installed model numbers removed, altered, or not easily determined.
- Damage resulting from improper packing of products returned for warranty service.
- Replacement parts, repair labor costs and/or replacement of a “failed” **heater** operated outside the United States and Canada.

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To obtain service, contact Airvana® Customer Service at 888-704-2112. You will be responsible for insurance and freight or other transportation to our factory service center. We will return the freight prepaid. The **Heater** should be properly packaged to avoid damage in transit since we will not be responsible for any such damage. Proof of purchase is required when requesting warranty service. The purchaser must present sales receipt or other document that establishes proof of purchase.

IN NO EVENT SHALL **Airvana**® BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE **HEATER**. YOUR SOLE REMEDY WILL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. SOME AMERICAN STATES AND CANADIAN PROVINCES DO NOT ALLOW:

- LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS;
- THE EXCLUSION OR LIMITATION OF DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; THE EXCLUSION OR INVALIDITY OF EXPRESS OR IMPLIED WARRANTIES IF THE USER CEASES TO OWN THE **HEATER**;
- THE LIMITATION OF THE REMEDIES AND RECOURSES AVAILABLE TO THE PURCHASER; OR THE INVALIDITY OF AN EXPRESS WARRANTY WHEN A PRODUCT IDENTIFIED BY BRAND NAME IS NOT USED (UNLESS SPECIFIC CONDITIONS ARE FULFILLED); SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.