

Emerson Ceiling Fan Product Limited Warranty

What The Limited Warranty Covers:

This limited warranty is offered by Air Comfort Products, a division of Emerson Electric Co. ("Emerson" or "our" or "we" or "us") to the original purchaser ("you" or "your") of a consumer or industrial Emerson ceiling fan product including its motor and the other components, and accessories of a consumer or industrial Emerson ceiling fan product sold separately ("Emerson Ceiling Fan Product(s)") against defects in workmanship and materials, subject to the exclusions described below.

What The Limited Warranty Period Of Coverage Is:

All limited warranty periods herein begin on the date of original Emerson Ceiling Fan Product purchased by You.

This limited warranty covers the Emerson consumer Ceiling Fan Product motor for the lifetime of the original purchaser's ownership when operated in accordance with Your Emerson Ceiling Fan Product Owner's Manual or other instructions provided by Emerson to You with the Emerson consumer Ceiling Fan Product.

This limited warranty covers the Emerson industrial Ceiling Fan Product motor for five years from the date of purchase of Your Emerson industrial Ceiling Fan Product (when operated in accordance with Your Emerson Ceiling Fan Product Owner's Manual or other instructions provided by Emerson to You with the Emerson industrial Ceiling Fan Product).

This limited warranty covers the Emerson Ceiling Fan Product LED drivers and LED arrays component or accessory LED drivers and LED arrays for a period of five (5) years. All other components and accessories including motor electronics of the Emerson Ceiling Fan Product are covered by this limited warranty for a period of one (1) year.

No Other Express or Implied Warranty Applies:

THE LIMITED WARRANTIES PROVIDED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EMERSON TO YOU FOR YOUR Emerson Ceiling Fan Product, AND ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED AND WHETHER OR NOT THE Emerson Ceiling Fan Product HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR USE OR PURPOSE. EMERSON HEREBY DISCLAIMS AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

How You Can Receive Warranty Service:

You must be the original purchaser and have proof of Your purchase of Emerson Ceiling Fan Product from an authorized Emerson Air Comfort Products Dealer to obtain Your remedy under this limited warranty. You can return Your Emerson Ceiling Fan Product to an authorized Emerson Air Comfort Products Dealer, or You can call Emerson Customer Service at 1-800-237-6511 to obtain a return authorization and service identification tag. In order for Us to confirm that Your Emerson Ceiling Fan Product is still under warranty, please retain Your receipt or other proof of purchase and have that information readily available when returning Your Emerson Ceiling Fan Product to Your place of purchase, or upon calling Emerson Customer Service. If You call Emerson Customer Service, prior to Your call please be prepared to provide all model numbers shown on Your Emerson Ceiling Fan Product. Once We have processed your return authorization request, We will provide You with a postage paid return label which should be affixed to the Emerson Ceiling Fan Product package You ship. The return label will be sent to the mailing address You provide to Us by phone.

What We Will Do To Correct Problems:

If the defect is covered by this limited warranty, Emerson will repair or replace the applicable Emerson Ceiling Fan Product at no charge to You. If repair of the Emerson Ceiling Fan Product is not practical or possible within a reasonable time and no replacement Emerson Ceiling Fan Product can be provided, Emerson will refund You the actual purchase price of Your Emerson Ceiling Fan Product. We will ship the repaired or the replacement Emerson Ceiling Fan Product to You at no charge, but You are responsible for all costs of removal and reinstallation of Your Emerson Ceiling Fan Product.

What Is Not Covered under the Limited Warranty:

This limited warranty does not extend to and expressly excludes:

- The glass globes and light bulbs of Your Emerson Ceiling Fan Product,
- Any costs or fees associated with the labor, including electrician's fees, required to install, remove, repair or replace a fan or any fan components or accessories.
- Loss or damage to the Emerson Ceiling Fan Product motor or any Emerson Ceiling Fan Product component or Emerson Ceiling Fan Product accessory caused by normal wear and tear, rather than due to defects in materials or workmanship,
- Loss or damage resulting from conditions beyond our reasonable control, including without limitation, unforeseeable operating environmental conditions, repairs not made at Our factory or authorized service center, use of parts or accessories not provided to You as part of this warranty by Our factory or authorized service center, mishandling, unreasonable use, misuse, abuse, modifications or other damage caused by You or a third party to your Emerson Ceiling Fan Product while not in Our possession,
- Loss or damage resulting from improper installation, or other failure to comply with instructions in Your Owner's Manual including but not limited to Emerson Ceiling Fan Products installed in unintended industrial or residential applications.
- Emerson Ceiling Fan Product purchases from unauthorized Emerson Air Comfort Products Dealers.

This limited warranty is deemed null and void upon the occurrence of either of the following events:

- You as the original purchaser cease to own the Emerson Ceiling Fan Product, or
- The Emerson Ceiling Fan Product is moved from its original point of installation.

This limited warranty is only valid within the 50 United States, the District of Columbia, and Canada. No other written or oral warranties apply, and no employee, agent, dealer or other person is authorized to give any warranties on behalf of Us.

Limitation of Liability:

REPAIR, REPLACEMENT OR A REFUND ARE THE EXCLUSIVE REMEDIES AVAILABLE TO YOU UNDER THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EMERSON OR ANY EMERSON AUTHORIZED DEALER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY ECONOMIC LOSS, WHETHER RESULTING FROM NONPERFORMANCE, USE, MISUSE OR INABILITY TO USE THE Emerson Ceiling Fan Product OR FOR THE NEGLIGENCE OF EMERSON OR AN EMERSON AUTHORIZED DEALER. EMERSON SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL EMERSON'S OR ANY EMERSON AUTHORIZED AGENT'S LIABILITY TO YOU OR ANY INDIVIDUAL USING THE Emerson Ceiling Fan Product EXCEED THE PRICE PAID BY THE ORIGINAL OWNER FOR THE Emerson Ceiling Fan Product. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

Dispute Resolution:

In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS between You and Emerson, either party may choose to resolve the dispute by binding arbitration, as described below, instead of in court. THIS MEANS IF EITHER YOU OR EMERSON CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN BINDING ARBITRATION. You and Emerson agree that the proper venue if Arbitration is not so chosen by You or Emerson of all actions arising in connection herewith shall be only in the state of Missouri and the parties agree to such jurisdiction.

CLASS ACTION WAIVER: BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR EMERSON MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

ADMINISTRATION OF ARBITRATION: The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and/or Supplementary Procedures for Consumer-Related Disputes (including proceedings to mitigate costs of travel). This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such other location as mutually agreed. In addition to the terms stated above, the following will apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation applicability, enforceability or formation of this agreement including any claim that all or any part of this agreement is void or voidable; (2) the arbitrator shall apply Missouri law consistent with the FAA.

How State and Provincial Law Relates To The Warranty:

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion or limitation may not apply to You. This limited warranty gives you specific legal rights, and You may also have other rights which vary from state to state or province to province.

emersonfans.com

Please contact 1-800-654-3545 for further assistance

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