

TERMS OF WARRANTY

AIR Purifiers

Philippines

**ETS Products Philippines Inc.
Berthaphil IV -2C
Clark Freeport Zone
Pampanga 2023**

PURCHASER WILL BE CHARGED AT ETS PRODUCTS PHILIPPINES INC.'s STANDARD CHARGE OUT RATES IF:-

- the problem is not covered by these terms of Warranty (e.g. damage, problems or failure resulting from improper or faulty installation)
- If there is nothing wrong with the Product (e.g. instructing Purchaser on the operation of the Product and/or controls);
- if the Purchaser is unable to provide Proof of Purchase validating that the Product is within the Warranty Period.

ETS PRODUCTS PHILIPPINES INC. WILL DETERMINE WHETHER THE FAULT IS WARRANTY RELATED.

- Prior to calling for Warranty or Service, please ensure you refer to your Operating Instruction Manual and in particular the Troubleshooting Section.
- It is also recommended that you speak to your Installer/Dealer before making a Warranty call.

1. Definitions

The terms listed below shall have the following meanings:

“Authorised Service Representative” means an independent service contractor authorised by ETS Products Philippines Inc.

“Installation Site” means the site at which the Product is originally installed.

“Operating Instructions” means the user manual or other documentation which provides detailed instructions on the proper operation and maintenance of the Product.

“Purchaser” means the end user of the Product, the person named as owner in the warranty certificate, the holder of the Proof of Purchase or the holder of a property transfer document where the Product is included as part of the chattels.

“Product” means the equipment purchased by the Purchaser and described in Section 2 of this document.

“Product Purpose” means that the Products described in Section 2 are designed & manufactured for the specific purpose of heating and/or cooling air as an aid to human comfort in domestic and light commercial buildings. Use of the Product for any other purpose will void this Warranty;

“Proof of Purchase” means a Tax Invoice or Receipt in respect of the Product.

2) Terms of Warranty

- a) Subject to these terms of warranty, the Product is warranted by ETS Products Philippines Inc. to be free from defects in materials and factory workmanship for the period of 12 months from the date of purchase. ETS Products Philippines Inc. does not warrant installation or installation related products.
- b) An Authorised Service Representative will repair or replace, at its option, the Product or any part of the Product that its examination shows to be defective.
- c) The repair or replacement shall be performed during the hours 8:30am to 5:00pm weekdays excluding public holidays by an Authorised Service Representative at a time convenient to the Authorised Service Representative. Repair by non-authorized agents may void the Warranty.
- d) The Warranty of the Product requires that in addition to all other conditions, the Purchaser conducts regular and/or preventative maintenance as may be specified by ETS Products Philippines Inc. (e.g. Operating Instructions) and required by the level of usage and the usage environment.
- e) The Purchaser may only obtain the benefit of the Warranty if the Purchaser:
 - i) notifies ETS Products Philippines Inc. or the Authorised Dealer within 30 days of a defect developing, that a claim is being made under this Warranty;
 - ii) provides, in support of the claim made under this Warranty, a Proof of Purchase.
- f) This document represents the only warranty given by ETS Products Philippines Inc. and no other person or organisation is authorised by ETS Products Philippines Inc. to offer any alternative.

3) Exclusions

This Warranty does NOT cover:

- a) damage, problems or failure resulting from improper operation and/or inadequate maintenance by the Purchaser (refer to Purchaser's Responsibilities section below);
- b) Use of these products in locations and situations outside of the Product Purpose will void this Warranty (e.g. server rooms etc.);
- c) damage, problems or failure resulting from improper or faulty installation.
- d) damage, problems or failure caused by factors external to the Product including, but not limited to, faulty or poor external electrical wiring, incorrect or faulty power supply, voltage fluctuations, over voltage transients or electromagnetic interference, inadequate or faulty water, gas or drainage services;
- e) damage, problems or failure caused by acts of god, fire, wind, lightning, flood, storm, vandalism, earthquake, war, civilian destruction, misuse, abuse, negligence, accident, pests, animals, pets, vermin, insects, spiders or entry of foreign objects or matter into the Product such as dirt, debris, soot or moisture;
- f) damage, problems or failure caused by weather including, but not limited to, hail, salt or other corrosive substances damage as a result of the normal effects of being exposed to the weather or as a result of atmospheric fallout;

- g) any consumable item supplied with the Product including, but not limited to, HEPA filter, Activated Carbon Filter, UV-C Bulb;
- h) installations where electrics/electronics may be subjected to moisture/chemicals (e.g. swimming pools or nurseries);
- i) any repair, which is needed as a result of an accident, misuse, abuse or negligence;
- j)
- k) any damage caused by dirty air filters, air flow obstructions or foreign objects blocking vents and coils;
- l) product that is utilised in an environment (indoor & outdoor) outside its specified operating range;
- m) fair wear and tear to the Product.

4) Limitations

- a) This Warranty does not apply to any Product the Installation Site of which is outside The Philippines.
- b) Except where inconsistent with the Purchaser's statutory rights and the rights given by this Warranty, all other warranties and all liability of ETS Products Philippines Inc. for any direct, special, indirect or consequential loss or damage, any damage or expense for personal injury or any loss or destruction of property arising directly or indirectly from the use or inability to use the Product or any of its parts, or the servicing of the Product, is expressly excluded.

5) Travel, Transport & Access Costs

- a) The Purchaser must pay freight charges, in-transit insurance expenses and/or traveling costs for repairs/replacements that are required to be performed 100km or more from the nearest ETS Products Philippines Inc. branch or Authorised Service Representative.
- b) The Purchaser must pay all costs in respect of any surcharge applicable in respect of replacement parts outside 8:30am to 5:00pm during weekdays or surcharges applicable on public holidays, special non-working days or Sundays.

6) Purchaser's Responsibilities

- a) Provide Proof of Purchase.
- b) Operate and maintain the Product in accordance with the Operating Instruction, including but not limited to:
 1. ensuring that the units are adequately maintained;
 2. regularly cleaning the air filter(s) and replacing them when indicated;
 3. Regularly replacing the UV-C bulb when indicated
 4. ensuring adequate clearances;