

LIMITED WARRANTY

RSB HOLDINGS, LLC, doing business as ALOHA ROOFING SUPPLY, the warrantor, extends the following limited warranty only to the original purchaser of the Aloha Solar Fan:

SECTION ONE THE FAN

If the motor in the fan fails during the limited warranty period of 15 years after initial installation for residential purposes, the warrantor will supply a replacement motor of equivalent capacity and current model.

A. This warranty on the motor is reduced to 3 years if the fan has been used for commercial, institutional, industrial, or other installations other than single-family dwellings.

B. The warranty on the replacement fan will be limited to the unexpired term of the original warranty.

SECTION TWO ALL OTHER PARTS

If within 15 years after initial installation of the fan, any part or portion shall prove on examination by the warrantor to be defective in material or workmanship, the warrantor will repair or replace such part or portion, at warrantor's option.

SECTION THREE CONDITIONS AND EXCEPTIONS

This warranty shall apply only when the fan is installed by a properly licensed roofer, in accordance with local electrical, building and other applicable codes, ordinances and regulations, the printed instructions provided with it, and good industry practices.

A. This warranty is void unless the preaddressed warranty registration card enclosed with this warranty is completed by the original purchaser and mailed to the warrantor within sixty (60) days from the date of original purchase, or the original purchaser registers on-line at www.aloharooftingsupply.com/warrantyregistration.

B. This warranty applies only in the United States, its territories or its possessions.

C. This warranty does not cover damages caused by acts of God, such as windstorms, hurricane, tornado, fire, flood, lightning, etc.

C. Any accident, abuse, alteration, modification or repair by anyone other than an authorized representative of warrantor, will void this warranty.

D. PAINT IS NOT COVERED BY THIS WARRANTY

E. If any provision of this warranty is invalid or unenforceable, that provision shall be severed and the remainder of this warranty shall remain in full force and effect.

SECTION FOUR
SERVICE AND REPAIR EXPENSE

Under this limited warranty, the warrantor will provide only a replacement fan or a part or portion of it. The original purchaser (a) can choose any servicer to install the fan or part or portion, and (b) is responsible for all other costs. Such costs may include, but are not limited to:

- A. Labor charges for service, removal, repair or reinstallation of the fan or any part or portion;
- B. Shipping, delivery, handling and administrative charges for forwarding the new fan or replacement part or portion
- C. All necessary or incidental costs for any permits or materials required for installation of the replacement fan or part or portion.

SECTION FIVE
LIMITATION ON IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IMPOSED ON THE SALE OF THE FAN UNDER STATE LAW, ARE LIMITED TO 3 YEARS DURATION FOR THE FAN OR ANY OF ITS PARTS OR PORTIONS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SECTION SIX
CLAIM PROCEDURE

Any claim under this warranty should be initiated with the dealer who sold the fan. If this is not practicable, the original purchaser should contact the warrantor at 4-1525 Kuhio Highway, Kapaa Hawaii 96746.

- A. The warrantor will only honor replacement with an identical or similar fan, or parts or portions, which are manufactured or distributed by the warrantor.
- B. Dealer replacements are made subject to in-warranty validation by warrantor.

SECTION EIGHT
ARBITRATION

Any controversy or claim arising out of or relating to the fan or this warranty, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, in the County of Kauai, State of Hawaii, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. To the extent allowable by applicable law, this warranty shall be interpreted and enforced under the laws of the State of Hawaii.

SECTION SEVEN
DISCLAIMER

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF THE WARRANTOR WITH RESPECT TO THE FAN OR THE INSTALLATION, OPERATION, REPAIR OR REPLACEMENT OF THE FAN. THE WARRANTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, LOSS OF USE OF THE FAN, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING UNDER CONTRACT, TORT, OR OTHER LEGAL THEORY. THE AGGREGATE AMOUNT OF ANY AND ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE FAN.