



Active Air with RGF PHI® Technology - Limited Warranty
Version 1.0 – 2020

LIMITED WARRANTY:

UNITED SAFETY warrants to the original buyer (“Buyer”) that the following components of the Active Air with RGF PHI® technology purchased from UNITED SAFETY will be free from material defects in material and workmanship for the following time periods:

Five (5) years: Ballast, metal housing

Two (2) years: CAPS Commuter unit

One (1) year: PHI cell

The warranty period for a unit of UNITED SAFETY’s Active Air with RGF PHI® technology (each such unit being a “Warranted Active Air system”) starts to run at the time Buyer begins to install such Warranted unit or thirty (30) days after shipment of such Warranted unit to Buyer, whichever occurs first. Each unit will be numbered (serialized) for identification. This number must be presented with any warranty claim. If returning parts, a copy of Buyer’s purchase order against which they were purchased must be included at the time of return to UNITED SAFETY.

EXCLUSIONS:

This warranty specifically excludes any unit that is damaged or operates outside of specifications as result of accident, derailment, improper installation, structural defects in the vehicle into which the unit is installed, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, extreme natural phenomena or improper maintenance or repair. Warranted units exposed to cleaning solutions that are not listed in the UNITED SAFETY maintenance manual or components subjected to the incorrect cleaning solution are excluded from this warranty. This warranty also excludes any defect caused, in whole or in part, by the application of paints or metal finish to any part of the Warranted unit. This warranty is provided directly to Buyer only and does not extend to any subsequent purchaser from or transferee of Buyer.

LIMITED REMEDY:

In the event that a defect covered by this Limited Warranty occurs within the warranty period for a Warranted unit, UNITED SAFETY will, at its option and as Buyer’s sole and exclusive remedy, either repair or replace the Warranted unit (or the defective part) without charge; provided that Buyer is solely responsible for the costs and expenses of de-installing the defective Warranted unit (or the defective part), if requested by UNITED SAFETY, shipping the defective Warranted unit (or defective part) to UNITED SAFETY and re-installing the repaired or replacement unit (or replacement part therefor). The repaired or replacement unit (or replacement part therefor) is only covered by this Limited Warranty for the remainder of warranty period applicable to the original Warranted Unit. The original unit (or part thereof) replaced by UNITED SAFETY shall become the property of UNITED SAFETY upon UNITED SAFETY shipping the replacement unit (or replacement part) to Buyer.

DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY:

Buyer and UNITED SAFETY acknowledge that the following provisions have been negotiated by them, reflect a fair allocation of risk and such allocation is reflected in the fees payable to UNITED SAFETY for the Warranted Units:

(A) THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

(B) IN NO EVENT SHALL UNITED SAFETY’S LIABILITY, IN THE AGGREGATE, FOR DAMAGES ARISING OUT OF A BREACH OF THIS LIMITED WARRANTY, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO BUYER OR ANY OTHER PERSON OR ENTITY EXCEED THE PRICE ACTUALLY PAID BY BUYER FOR THE WARRANTED UNIT.



(C) IN NO EVENT SHALL UNITED SAFETY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOOD WILL, WORK STOPPAGE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER DIRECTLY OR INDIRECTLY CAUSED, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(D) THE LIMITATIONS OF LIABILITY IN CLAUSES (B) AND (C) ABOVE SHALL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

NOTIFICATION:

All reports, claims, or notices required by the warranty to be provided to UNITED SAFETY must be in writing and delivered to: Attention – UNITED SAFETY Warranty Claim Department, 101 Gordon Drive, Exton, PA 19341 or emailed to customerservice@usscgroup.com or to such other physical or email address as UNITED SAFETY requires from time to time. Repairs being claimed for warranty must be sent to UNITED SAFETY for prior approval and warranty acceptance before any warranty claims can be made. Parts being claimed for warranty must be sent to UNITED SAFETY for prior approval and warranty acceptance before any warranty claims can be made.

INSPECTION AND VERIFICATION:

The owner must provide access to each alleged defective Warranted Unit so that UNITED SAFETY's authorized representative can perform an on-site inspection. Alternatively, UNITED SAFETY may ask the owner to ship the alleged defective Warranted Unit to UNITED SAFETY for inspection. Within 90 days of the inspection, either on-site or in the laboratory, UNITED SAFETY will render an opinion as to whether or not the claimed failure is covered by the warranty.

MAINTENANCE:

UNITED SAFETY provides the proper maintenance instructions as well as required service intervals with each Warranted Unit. Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts must be purchased from UNITED SAFETY or an authorized dealer of UNITED SAFETY, and the failure to purchase such parts from UNITED SAFETY or an authorized dealer of UNITED SAFETY will render this warranty null and void.

DESIGN:

UNITED SAFETY reserves the right to modify parts and design specifications without notice as long as the Warranted Unit meets general specifications, unless otherwise committed per contract. If changes outside the specifications in effect at the time of manufacturing the Warranted Unit have to be incorporated, UNITED SAFETY will submit such changes to Buyer for prior approval.

OTHER:

This Limited Warranty is contingent upon Buyer paying the purchase price for the Warranted Unit. This Limited Warranty supersedes any other terms including but not limited to Buyer's terms printed on the back of Purchase Orders, listed on websites or other sources from buyers.

Warranty – Active Air