

**TEMPEST™ and WINDSTORM™ SERIES
HVLS INDUSTRIAL OVERHEAD FANS
LIMITED WARRANTY**

Five-Year (60 Months) Warranty

For five (5) years from date of purchase, Cool Boss, a division of BendPak Inc., (hereafter “Cool Boss”) warrants any original component part or parts of its **TEMPEST™ and WINDSTORM™ HVLS INDUSTRIAL OVERHEAD FANS** (the “Equipment”) that were purchased on or after January 1, 2024, are found, upon examination by factory-authorized personnel, to be defective in material or workmanship. This warranty is subject to all the conditions, limitations, and exclusions contained in this warranty document.

This warranty covers defects in materials or workmanship, as determined solely by Cool Boss, under normal use when the fan and other components are installed and operated correctly according to Cool Boss’ written installation and operation instructions. Cool Boss grants this warranty to the original purchaser and subsequent owners so long as the fan remains at the original installation site. Warranty coverage begins when the fan is installed or 60 days from when the fan was purchased – whichever date is earlier. This warranty is only applicable to fans purchased and installed in the United States and Canada.

At Cool Boss’ sole discretion, Cool Boss will offer one of the following options during the warranty period if Cool Boss determines that there is a defect in material or workmanship of one or more components:

- Repair or replace the defective component.
- Repair or replace the entire fan; or
- Refund the price you paid for the fan or the defective component. *

If no replacement component or product can be provided for your fan, Cool Boss may provide a comparable or superior replacement component or product at its sole discretion. Cool Boss reserves the right to utilize quality refurbished components for warranty work. Cool Boss may ask you to ship a defective component or product back to Cool Boss utilizing Cool Boss provided shipping labels with a particular return goods authorization number. Failure to ship a defective component or product back to Cool Boss within thirty (30) days of receipt of replacement grants Cool Boss the right to invoice you for the component or product. You are responsible for packaging the fan or fan component in such a way to prevent damage during transport back to Cool Boss. Labor and associated costs (e.g. lift rental) are not included in this warranty.

If Cool Boss determines, in its sole discretion, that there is no defect in the materials or workmanship of the returned component or product, the return will be subject to Cool Boss’s return policy, including any applicable restocking fees, and Cool Boss reserves the right to charge you for the shipping fees.

*If no replacement component or product can be provided for your fan because the component or product has been discontinued, Cool Boss may, in its sole discretion, provide you a refund. The refund amount will be prorated based on the years you utilized the component or product. The maximum refund will be 100% of the purchase price, decreasing 15% each year for the first 5 years after installation, and 1% each year thereafter. Under this paragraph, if your product or component did not exceed the limited warranty period for non-registered products, you will receive a full refund.

Your Responsibilities

In addition to anything else stated in this warranty document, you need to do the following to keep this warranty:

- Install the fan according to Cool Boss’ installation instructions as well as according to all applicable federal, state, and local laws, rules, codes, and regulations.
- For the electrical portions of the fan or component installation, utilize a licensed electrical contractor or other state-qualified contractor.
- Install the fan indoors only unless the fan is specifically rated for outdoor use.
- Perform any maintenance per Cool Boss’ instructions.
- Follow Cool Boss’ operating instructions.
- Use only fan controls supplied or authorized by Cool Boss.
- Report possible defects to Cool Boss within thirty (30) days of discovery.

- Do not remove and reinstall the fan at another location; and
- Keep the fan operating in a safe environment free from exposure to chemicals, salt water, pool water, corrosive elements, and excessive heat, humidity, dust, sand, or wind.

What is Excluded from this Warranty?

Labor Excluded. This warranty does not cover any costs or fees associated with the labor required to install, reinstall, disassemble, reassemble, remove, or replace a fan or fan component including related to shipping a fan or fan component back to Cool Boss. Installation associated costs (e.g. lift rental) are also excluded.

There is no warranty coverage for the following: fans that have been moved or reinstalled at a new location; fans purchased or installed outside the United States or Canada; fans for which proof of purchase and proof of installation has not been established; fans purchased from an unauthorized reseller; ordinary wear and tear; minor cosmetic blemishes; normal operating noises; adverse site conditions including excessive heat, humidity, wind, dust, or corrosive elements; refurbished fans; fans with removed or defaced serial numbers; defects reported more than 30 days from when they were discovered; and fans that are damaged due to any of the following: improper installation, misuse, abuse, improper care, failure to follow Cool Boss instructions including the requirements under the “Your Responsibilities” section of this warranty document, misapplication, accidental damage caused by the fan owner or related parties, modifications to the fan, improper or incorrectly performed maintenance or repair, improper voltage/current supply or power surge, use of improper parts or accessories, failure to provide maintenance to the fan, or acts of God (e.g. flood).

Except for the warranties provided in this warranty document, no other written or oral warranties apply and no other person (e.g. employee, rep, or dealer) is authorized to give additional or different warranties on behalf of Cool Boss. ORIGINAL PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR A CLAIM OF ANY KIND WITH RESPECT TO THIS PRODUCT SHALL BE THE REMEDIES SET FORTH HEREIN. COOL BOSS FAN IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, DUE TO PRODUCT FAILURE, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR 3 OTHERWISE. Some states/provinces/territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS PRODUCT ARE LIMITED IN DURATION TO THE PERIOD OF COVERAGE OF THE APPLICABLE LIMITED WARRANTIES SET FORTH ABOVE. Some states/provinces/territories do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. In addition to the rights herein, you may also have other rights which vary from states/provinces/territories to states/provinces/territories.

Limitation of Liability

Cool Boss shall have no obligation pursuant to this warranty with respect to products which in our sole judgment have been altered, modified, damaged, misused, abused, badly worn, lost or improperly maintained. This warranty is null and void if; the customer cannot show proof of purchase as the product’s original owner; any other person other than an authorized representative of Cool Boss has made any attempt to service or modify the Equipment prior to its return to Cool Boss under this warranty; any of the product component parts have been replaced with parts that were not authorized Cool Boss replacement parts.

In no event will either party be liable for any damage caused by the other party's failure to fulfill its responsibilities under these terms and conditions. In no event will either party be liable for any lost profits, lost savings, incidental damage, or other economic consequential damages. Cool Boss products are provided and sold as is without any express or implied warranties including warranties of merchantability or fitness for particular purpose. No warranties, expressed or implied, will apply after the warranty periods described above. Cool Boss may modify these terms and conditions at any time by either providing the customer with written notice or posting such revised terms on www.coolboss.com. Such revised terms shall be effective thirty days from the date of such written notice or posting.

Technical Support

Technical support and service is available directly from your distributor or by calling Cool Boss Technical Support Hot Line at (855) 2BE-COOL. Contact the Technical Support Hot Line for consultation on troubleshooting and parts replacement. Please have serial number and model number of cooler available.