

# Annexair Standard Limited Warranty

April 2026

This document sets out the limited warranty granted by Annexair Inc. ("**Annexair**") with respect to the products and components thereof (the "**Products**") purchased from an Annexair authorized sales representative. Annexair's authorized sales representative is referred to as the "**Representative**" and the purchaser of the Products is referred to as the "**Purchaser**". Any warranty not expressly set forth in this document is not binding on Annexair unless expressly agreed in writing by Annexair.

In the event of inconsistency between this document and any document issued by the Purchaser or the Representative, or any terms and conditions of sale or purchase, this document shall prevail unless expressly agreed otherwise in writing by Annexair.

This Limited Product Warranty is Annexair's sole warranty with respect to the Products. Annexair has not authorized any person or entity to assume any obligation on its behalf in connection with the sale, use, repair, or replacement of the Products.

## LIMITED PRODUCT WARRANTY

Annexair warrants that, under normal use and service, until the date that is the earlier of twelve (12) months from start-up of the Product or eighteen (18) months from the date of original shipment out of Annexair's facility (the "**Warranty Period**"), the Products manufactured by Annexair shall (i) conform, in all material respects, to the specifications set forth in Annexair's documentation (the "**Specifications**"), and (ii) be free from significant defects in material and workmanship (the "**Limited Product Warranty**").

For purposes of determining the start-up date, Annexair may rely on the Start-Up Certificate referred to in the "**START-UP POLICY**" section below or on any other information reasonably available to Annexair. Annexair's obligation under the Limited Product Warranty is limited, at Annexair's option, to the repair or replacement of any Product or Product part that Annexair determines to be defective.

## LIMITATIONS

The Limited Product Warranty does not apply to any Product that:

- has been installed, reconstructed, repaired, altered, or otherwise worked on by any person other than Annexair or the Representative acting in accordance with Annexair's written recommendations;
- has been subjected to vandalism, abuse, misuse, neglect, negligence, accident, improper storage, improper handling, improper maintenance, or abnormal physical stress;
- has been installed, started, operated, or maintained contrary to the instructions, manuals, drawings, or other printed directions issued by Annexair;
- in the case of a modular unit, has been improperly assembled, aligned, joined, or sealed between modules at the job site, or where any leakage, infiltration, or performance issue results from improper field sealing or installation between the modules;
- has been used with, connected to, or affected by any Field-Installed Third-Party Product or by any other third-party product, hardware, software, or accessory not previously approved in writing by Annexair;
- has been installed, located, or used outside Canada or the United States of America; or
- has been damaged by an Act of God or other event beyond Annexair's reasonable control, including without limitation flood, windstorm, tornado, hurricane, hail, ice, lightning, fire, earthquake, war, civil disturbance, sabotage, epidemic, pandemic, government action, or other force majeure event.

## EXCLUSIONS

The Limited Product Warranty does not apply to Products that exhibit ordinary wear and tear and does not cover replacement of filters, fuses, refrigeration moisture driers, lost refrigerant, lost coil fluid, lost compressor oil, or other consumables.

For purposes of this document, a "**Customer-Specified By-Others Product**" means a product, part, accessory, control, or device not manufactured or supplied by Annexair that the Purchaser specifically requested be installed by Annexair at the factory in or on the Product. A "**Field-Installed Third-Party Product**" means any product, part, accessory, control, device, hardware, or software installed, connected, added, modified, or integrated at the site by the Purchaser or any third party after shipment, whether or not Annexair is aware of it.

Customer-Specified By-Others Products are not covered by the Limited Product Warranty and are subject solely to the warranty, if any, offered by the applicable manufacturer or supplier. Field-Installed Third-Party Products, and any failure, damage, deficiency, or non-conformity arising from or relating to them, are entirely excluded from the Limited Product Warranty.

For further clarity, and without limiting the generality of the foregoing, the Limited Product Warranty does not cover, and Annexair shall have no obligation with respect to, any: (i) failure, deficiency, or non-conformity arising from or relating to field or site conditions, design criteria, wrong control sequences, controller or building management system programming, field wiring, balancing, commissioning, or system integration not expressly provided in writing by Annexair, including without limitation building design, ductwork design or installation, external static pressure, airflow settings, hydronic piping, water quality, glycol concentration, freezing conditions, condensate management, vibration isolation, controls integration, or the adequacy of utilities, including voltage quality, phase imbalance, grounding, and electrical protection; (ii) physical damage or deterioration resulting from corrosion, scaling, fouling, dirt, dust, foreign materials, chemicals, contaminants, moisture, water conditions, or site atmosphere beyond those contemplated by the Specifications or manuals; (iii) cosmetic or aesthetic conditions that do not materially impair the operation of the Products, including minor scratches, dents, discoloration, finish variations, or other appearance-related conditions occurring after shipment; (iv) damage occurring after shipment, including damage caused during unloading, rigging, handling, storage, or installation; or (v) any loss of use, downtime, loss of production, loss of profit, loss of revenue, or other operational, commercial, or economic loss.

## REMEDIES

### Condition Precedent

The Purchaser's remedy under the Limited Product Warranty is conditioned on the Purchaser's compliance with the following obligations and procedures.

The Purchaser or the Representative shall notify Annexair Service in writing during the Warranty Period and provide, at minimum:

- a purchase order referencing the warranty claim;
- proof of start-up showing the original start-up date, if applicable;
- the project name or Product serial number;
- the unit tag for each defective part;
- a short description of the defect and, if known, when it first occurred;
- supporting evidence such as photos, video, or error logs, if available; and

any additional information reasonably requested by Annexair Service to assess the claim.

Once the requested information has been processed by Annexair Service, Annexair shall issue a return material authorization number (an "RMA") where return of a defective component is required.

### Claim Procedure

All warranty requests shall be forwarded to Annexair Service. Replacement part shipment will be organized upon request. All parts sent as replacement by Annexair or one of its suppliers may be billed to the Purchaser pending final inspection and warranty determination.

All freight charges on warranty repairs or replacements are the responsibility of the Purchaser. All repaired or replacement parts or units supplied under this Limited Product Warranty shall be shipped F.O.B. from Annexair's factory or, where applicable, from the supplier's location.

Unit parts manufactured by Annexair shall be manufactured or prepared for shipment within the shortest delay reasonably possible, and shipping confirmation will be provided upon authorization. Parts and components manufactured by others are subject to the applicable manufacturer's or supplier's warranty and Annexair shall not be responsible for any lead time or delivery delay related to such supplier. Any shipping confirmation for such items shall be confirmed by the supplier and Annexair will forward that information when available.

If Annexair requires return of a defective component, the Purchaser shall return the component freight prepaid within fifteen (15) days for credit to Annexair's factory or to such other location as Annexair may direct. The RMA number must be clearly identified on each returned part. Annexair units, as distinguished from Annexair parts, shall not be returned without Annexair's prior written permission.

Warranty return address: Annexair, Attn: Service Department, 253 Energie St., Saint-Germain-de-Grantham, Quebec, J0C 1K0, Canada, 819-475-3302.

Upon inspection of the defective item, either by Annexair's authorized staff or the supplier's authorized staff, Annexair shall notify the Purchaser whether the item is defective and, if the claim is accepted under warranty, a credit for the part only shall be issued. Labour, removal, reinstallation, and freight remain excluded unless Annexair expressly authorized the same in writing.

### Authorized Disposal

Notwithstanding the foregoing, Annexair may request that the Purchaser dispose of or destroy the Product or a related component in accordance with applicable laws, rules, and regulations. Upon receipt of acceptable proof of destruction, Annexair may ship a replacement Product or

related component to the Purchaser, at the Purchaser's expense and risk of loss.

#### No Unauthorized Repairs

Any reconstruction, repair, alteration, or replacement of any Product, in whole or in part, by the Purchaser or any third party without Annexair's prior written authorization may affect the applicability of the Limited Product Warranty and may render the claim ineligible for any labour authorization or reimbursement.

#### Equivalent Replacement

Where replacement is required, Annexair may supply new, remanufactured, or functionally equivalent components that meet or exceed the applicable Specifications, and may substitute components where original components are unavailable or discontinued.

#### Third-Party and By-Others Products

For defective Customer-Specified By-Others Products and any other component manufactured by a third party, the Purchaser shall follow the applicable manufacturer or supplier warranty procedure. Annexair may assist with contact or administrative processing, but Annexair does not provide any separate warranty for such items and assumes no liability beyond what is expressly set out in this document. Field-Installed Third-Party Products are not processed by Annexair under this Limited Product Warranty.

#### Exclusive Remedy

The foregoing remedy constitutes Annexair's entire liability and the Purchaser's sole and exclusive remedy for any breach of the Limited Product Warranty.

#### Labour Cost Exclusion

The Limited Product Warranty does not cover labour or any other costs associated with diagnosing, removing, reinstalling, repairing, or replacing Products or parts alleged to be defective, and any such costs shall remain for the Purchaser's account unless Annexair expressly authorizes labour in writing before the work is performed.

For greater clarity, the Limited Product Warranty also does not cover any third-party charges or expenses, including without limitation travel time, mileage, trip or call-out charges, waiting or standby time, overtime, after-hours, weekend or holiday premiums, per diem, meals, lodging, rental equipment or vehicles, fuel, tolls, parking, permits, inspections, access costs, lift, crane, rigging, scaffolding, refrigerant, oil, other consumables, or any costs to remove and reinstate building finishes or site conditions, unless expressly authorized in writing by Annexair.

#### Authorized Labour Only

Any labour expressly authorized by Annexair shall be reimbursed only in accordance with the conditions stated in Annexair's written labour authorization, and no labour shall

be deemed authorized solely by the issuance of a warranty claim, shipment of a part, or verbal communications.

#### No Warranty Extension on Repaired or Replaced Components

Any component repaired or replaced under this Limited Product Warranty shall remain subject only to the unexpired balance of the original Warranty Period. The original Warranty Period shall not be extended or restarted by any repair, replacement, inspection, or service activity.

### **DEFECTIVE ON ARRIVAL (DOA) POLICY**

Notwithstanding the "**Labour Cost Exclusion**" section, Annexair may, in its sole discretion, process as defective on arrival ("**DOA**") certain Annexair-manufactured Product components that fail due to defects in material or workmanship within thirty (30) days following start-up of the Products. DOA eligibility is conditional upon prompt notice to Annexair Service, reasonable supporting evidence of the failure, Annexair determining that the failure is attributable to a defect existing at the time of shipment and not to damage, installation conditions, storage, commissioning, operation, maintenance, or other circumstances occurring after shipment, and compliance with the claim and RMA procedure set out herein. Any labour or other costs associated with an approved DOA claim shall be covered only if and to the extent expressly authorized in writing by Annexair.

### **PRODUCT SPECIFIC WARRANTY**

The following specific warranty terms and conditions apply to the Products identified below and differ in some respects from the Limited Product Warranty.

#### Thermo-Composite Unit Casing

Annexair warrants that the Thermo-composite air handler unit casing panels shall be free from corrosion for the entirety of their lifetime. This warranty applies only to the Thermo-composite panels forming the unit walls, roof, inside floor, and internal partitions, and does not apply to the unit structural base floor, the casing frame, frame profiles, or any aesthetic capping, trim, corner piece, or other aesthetic or accessory component mounted on or attached to the panels or frame.

Annexair also warrants that, for a period of twenty (20) years from the date of shipment out of Annexair's facility, such Thermo-composite panels shall be free from material deterioration affecting their integrity and that the paint finish on the panels shall be free from cracking, chipping, or peeling.

#### Biocomposite Unit Casing

Annexair warrants that the Biocomposite air handler unit casing panels shall be free from corrosion for the entirety of their lifetime. This warranty applies only to the **Biocomposite** panels forming the unit walls, roof, inside

floor, and internal partitions, and does not apply to the unit structural base floor, the casing frame, frame profiles, or any aesthetic capping, trim, corner piece, or other aesthetic or accessory component mounted on or attached to the panels or frame.

Annexair also warrants that, for a period of twenty (20) years from the date of shipment out of Annexair's facility, such Biocomposite panels shall maintain their structural integrity under normal use and service.

#### Compressors

Notwithstanding the Limited Product Warranty, compressors sold under the default Annexair brands are warranted for a period of five (5) years from the date of shipment out of Annexair's facility. This warranty applies solely to the compressor itself and does not cover oil, refrigerant, or any associated materials, handling, or losses. Labour remains excluded unless expressly authorized in writing by Annexair.

#### Energy Recovery Wheel

Notwithstanding the Limited Product Warranty, Annexair warrants energy recovery wheels sold under Annexair's default brand, during normal use and service, for the following periods from the date of shipment out of Annexair's facility: wheel media efficiency, five (5) years; wheel seals efficiency, five (5) years; wheel belt, five (5) years; wheel gear drive, eighteen (18) months; and wheel bearings, eighteen (18) months.

Any energy recovery wheel sold under another brand, and any related component not expressly listed above, shall be subject solely to the applicable manufacturer's or supplier's warranty, if any, which shall be included in the operation and maintenance manual or otherwise made available by Annexair. Labour remains excluded unless expressly authorized in writing by Annexair, and Annexair shall not be responsible for supplier lead times or delivery delays.

#### Fixed Plate and Heat Pipe Exchangers

Fixed plate exchangers and heat pipe exchangers are subject solely to the applicable manufacturer's or supplier's warranty, if any, which shall be included in the operation and maintenance manual or otherwise made available by Annexair. Annexair provides no separate labour coverage for such components and shall not be responsible for supplier lead times or delivery delays.

#### Brand Specific Variable Frequency Drives ("VFD")

Variable frequency drives are subject solely to the applicable manufacturer's or supplier's warranty, if any. If an ABB-branded VFD is allegedly defective, the Purchaser should first contact ABB Technical Support at 1-800-435-7365 with the applicable model and serial numbers and follow ABB's instructions. Annexair provides no separate labour coverage for VFD claims and shall not be responsible for supplier lead times or delivery delays.

#### Gas Fired Stainless Steel Heat Exchanger

Gas fired stainless steel heat exchangers are subject solely to the applicable manufacturer's or supplier's warranty, if any, which shall be included in the operation and maintenance manual or otherwise made available by Annexair. Annexair provides no separate labour coverage for such components and shall not be responsible for supplier lead times or delivery delays.

#### EC-Spider Plus Fan Assembly

Notwithstanding the Limited Product Warranty, Annexair warrants the EC-Spider Plus fan assembly supplied under Annexair's default brand, during normal use and service, for the following periods from the date of shipment out of Annexair's facility: the EC motor and fan assembly, five (5) years; and the SmartTrack Controller, three (3) years.

Any EC-Spider Plus component not expressly listed above shall remain subject to the Limited Product Warranty. For greater clarity, this specific warranty does not extend to labour, field wiring, controls integration, or damage arising from site conditions, installation, operation, or maintenance not in accordance with Annexair's instructions, unless expressly authorized in writing by Annexair.

#### After-Sales Parts

Any after-sales, service, or replacement part supplied after the original shipment of the Product and manufactured by a third party shall be subject solely to the applicable manufacturer's or supplier's warranty, if any. Annexair provides no separate labour coverage for such parts. Where such a part is shipped in advance of final inspection, it may be billed pending confirmation of warranty entitlement and any credit, if applicable, shall be for the part only.

#### **START-UP POLICY**

Start-up of the Products should be performed within six (6) months from the date of shipment out of Annexair's facility, irrespective of the status of the premises where the Products are located. If the Products are scheduled for start-up more than six (6) months from the date of shipment out of Annexair's facility, the Purchaser is responsible for informing Annexair Factory Service. Start-up should be performed by personnel of the Representative who have received an HVAC training program approved by Annexair. Upon successful start-up and acceptance of the Products, the Purchaser or the Representative should provide Annexair with the applicable Equipment Start-Up Form (the "**Start-Up Certificate**"). Failure to provide a Start-Up Certificate or other satisfactory evidence of start-up may result in Annexair relying on shipment records or other available information to determine the Warranty Period.

## **WARRANTY DISCLAIMER; LIMITATION OF LIABILITY**

Except for the Limited Product Warranty, the Product Specific Warranties expressly stated above, and, as applicable, any additional extended warranty purchased by the Purchaser, Annexair makes no other representation, warranty, or condition whatsoever, express or implied, with respect to the Products, whether oral or written, including any implied warranty or condition of merchantability or fitness for a particular purpose, whether arising by law, course of dealing, usage of trade, or otherwise, all of which are expressly disclaimed to the maximum extent permitted by law.

Under no circumstances shall Annexair be liable for indirect, consequential, special, incidental, exemplary, or punitive damages, including without limitation loss of profit, loss of revenue, loss of production, diminution in value, downtime, or any cost of repair arising out of or relating to the sale, use, repair, replacement, or failure of any Product, regardless of whether such damages were foreseeable, whether or not Annexair was advised of the possibility of such damages, or the legal or equitable theory upon which the claim is based.

## **LIMITATION PERIOD**

No action, proceeding, or claim arising out of or relating to the Products or this Limited Product Warranty may be commenced more than one (1) year after the date the cause of action arose, and any such action commenced after such date is permanently barred.

## **PAYMENT CONDITION PRECEDENT**

Payment shall be required in accordance with Annexair's standard terms of net thirty (30) days, and withholding retainage is expressly prohibited.

This Limited Product Warranty shall become suspended until full payment is received if full payment is not tendered within sixty (60) days of the invoice date for goods delivered and invoiced, except in instances where invoice dates or amounts were entered erroneously by Annexair. Annexair may reinstate the Purchaser's standard warranty, at Annexair's sole discretion and only in writing, and any such

reinstatement may be made on an extended-warranty basis for additional charges.

For greater certainty, Annexair shall have no obligation under this Limited Product Warranty, including any obligation to inspect, dispatch personnel, issue an RMA, provide labour authorization, repair, replace, credit, or otherwise process a claim, unless and until all amounts due and payable by the Purchaser, or on the Purchaser's behalf, to Annexair in respect of the Products and any related goods or services have been paid in full in immediately available funds.

## **LIMITATION OF LIABILITY TO PURCHASE PRICE**

Without limiting the "**Exclusive Remedy**" section, and notwithstanding any other provision of this document, Annexair's total aggregate liability arising out of or relating to the Products, this Limited Product Warranty, any Product Specific Warranty, any extended warranty, or any breach thereof, whether in contract, extra-contractual liability (including negligence), or otherwise, shall in all circumstances be limited to an amount not exceeding the purchase price actually paid to Annexair for the specific Product or, where applicable, the specific defective Product component giving rise to the claim.

## **EXTENDED WARRANTIES**

### Unit Warranty

At the time of purchase, the Purchaser shall have the option of extending the Warranty Period under the Limited Product Warranty until the date that is the earlier of eighteen (18) months from start-up of the Product or twenty-four (24) months from the date of shipment out of Annexair's facility, for an additional cost to be agreed upon with Annexair. Except for the extended Warranty Period, the terms and conditions of the Limited Product Warranty shall remain unchanged. Products referred to in the Product Specific Warranty section above are not eligible for an extended warranty unless Annexair expressly agrees otherwise in writing.

Warranty item	Coverage	Duration	Start date / trigger	Notes
Limited Product Warranty	Material conformity and significant defects in material/workmanship for Annexair-manufactured products	Earlier of 12 months from start-up or 18 months from shipment	Start-up date or original shipment date from Annexair facility	Repair or replacement only, at Annexair's option; labour excluded unless pre-authorized in writing
DOA Policy	Certain Annexair-manufactured components failing due to shipment-time defect	30 days	Following start-up	Discretionary; labour only if expressly authorized in writing
Extended Unit Warranty	Same scope as Limited Product Warranty, extended term only	Earlier of 18 months from start-up or 24 months from shipment	Start-up date or original shipment date from Annexair facility	Must be purchased at time of sale; product-specific items excluded unless agreed otherwise in writing
Thermo-Composite Unit Casing	Corrosion-free casing panels	Lifetime	Not expressly stated; applies for lifetime of panels	Applies only to specified panels, not structural base, frame, trim, or accessories
Thermo-Composite Unit Casing	Panel integrity deterioration and paint cracking/chipping/peeling	20 years	Shipment date from Annexair facility	Limited to specified Thermo-Composite panels
Biocomposite Unit Casing	Corrosion-free casing panels	Lifetime	Not expressly stated; applies for lifetime of panels	Applies only to specified panels, not structural base, frame, trim, or accessories
Biocomposite Unit Casing	Structural integrity under normal use and service	20 years	Shipment date from Annexair facility	Limited to specified Biocomposite panels
Compressors	Compressor only	5 years	Shipment date from Annexair facility	Oil, refrigerant, associated materials, handling, and labour excluded unless authorized
Energy Recovery Wheel – media efficiency	Wheel media efficiency	5 years	Shipment date from Annexair facility	Default Annexair brand only. Shall lose no more than 5% effectiveness in a period of 5 years.
Energy Recovery Wheel – seals efficiency	Wheel seals efficiency	5 years	Shipment date from Annexair facility	Default Annexair brand only. OACF change of no more than 5% in a period of 5 years.
Energy Recovery Wheel – belt	Wheel belt	5 years	Shipment date from Annexair facility	Default Annexair brand only
Energy Recovery Wheel – gear drive	Wheel gear drive	18 months	Shipment date from Annexair facility	Default Annexair brand only

Warranty item	Coverage	Duration	Start date / trigger	Notes
Energy Recovery Wheel – bearings	Wheel bearings	18 months	Shipment date from Annexair facility	Default Annexair brand only
Fixed Plate Exchangers	Supplier warranty only, if any	Per supplier	Per supplier	No Annexair labour coverage
Heat Pipe Exchangers	Supplier warranty only, if any	Per supplier	Per supplier	No Annexair labour coverage
Brand-Specific VFDs	Supplier warranty only, if any	Per supplier	Per supplier	No Annexair labour coverage; ABB contact process specified
Gas Fired Stainless Steel Heat Exchanger	Supplier warranty only, if any	Per supplier	Per supplier	No Annexair labour coverage
EC-Spider Plus – EC motor and fan assembly	EC motor and fan assembly	5 years	Shipment date from Annexair facility	Default Annexair brand configuration
EC-Spider Plus – SmartTrack Controller	SmartTrack Controller	3 years	Shipment date from Annexair facility	Other components remain under standard limited warranty unless otherwise stated
After-sales / service / replacement parts by third party	Supplier warranty only, if any	Per supplier	Per supplier	No Annexair labour coverage; possible advance billing pending inspection