

### Innovation in Ventilation™

## Ross<sup>®</sup> 65 Slant Back Vent<sup>®</sup>

U.S. Pat. No. 8,181,403 and U.S. Pat. No. D629,093 and other U.S. patents pending



# TWO-YEAR LIMITED WARRANTY

Provided that the *Ross 65* has been installed in strict accordance with *Ross Manufacturing, LLC's, (Ross)* written installation instructions, *Ross* warrants that its *65 Square Inches Slant Back Vent* will be free from manufacturing defects during the span of 2 years from original installation date.

Should any manufacturing defect occur during the 2 year period of the original purchaser (and as long as the original purchaser is still living and retains ownership of the property), *Ross* will provide replacement material for that portion of the product deemed to be defective (not including labor costs incurred in removing defective vent or installing replacement product). Proper documentation of date of installation and purchase must accompany any claims for warranty.

In the event of replacement according to the terms of this warranty, the original warranty on the replacement material will extend for the balance of the warranty period in effect at the time the vent proved defective.

The 2 year coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation.

The 2 year coverage in this warranty is designed to cover individual homeowners only. In the case of the *Ross 65* purchased by, or installed upon property owned by, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums or cooperative housing arrangements, or installed on apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be 2 years following the installation of the *Ross 65*.

#### LIMITATIONS

Ross shall not be liable for, and this warranty does not apply to, any failure, defect or damage resulting from or connected with misuse, abuse, neglect or improper handling or storage, or installation not in strict adherence to Ross' written instructions; impact of foreign objects, fire, flood, earthquake, lightning, hurricane, hail, tornado or other violent storms or other act(s)of God; or defects in, failure of or damage caused by materials used as a roofing base over which the vent is installed or by movement, distortion, cracking or settling of walls or the foundation of the building.

Ross reserves the right to discontinue or modify any of its products, including color, and shall not be liable as a result of such discontinuance or modification, nor shall Ross be liable in the event replacement material may vary in color in comparison to the original product as a result of normal weathering. If Ross replaces any material under this warranty, it may substitute products designated by Ross to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

#### OTHER CONDITIONS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF ROSS. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSECUENT TO SALE A CONSUMER/HOMEOWNER MAY SEEK A REMEDY PURSUANT TO THE IMPLIED WARRANTY OF MERCHANT-ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL **ROSS** BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO FIELD REPRESENTATIVE OF ROSS OR ANY DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. ANY LITIGATION REGARDING ROSS PRODUCTS MUST BE BROUGHT IN COMAL COUNTY, TEXAS, AND TEXAS LAW SHALL APPLY.

#### WARRANTY CLAIMS

All claims should be directed to a Ross Representative (info@rossmfg.com).

**DO NOT REMOVE** the *Ross* vents, removal of vents will immediately void warranty. *Ross* will coordinate an inspection of the vent complaint once the customer has approval from builder or home owner for access to the property Proper documentation of purchase from a distributor must be provided to *Ross*. Once inspection is complete, *Ross* will determine resolution to complaint.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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