

**July Offers: Free Ground Shipping on Orders \$200.00 or more. 25% Off on Power Stations and USB Charging Items**

**Enter Code: FLASH25 at Checkout.**

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\$249.00<sup>1</sup>

# Legal

## Legal

### International Shipping

Micro-Air is not responsible for customs duties and/or taxes that may apply to orders.

Items shipped internationally may be subject to customs duties, tariffs and sales or Value Added Tax (VAT) set by the destination country and its political subdivisions. These fees are not calculated prior to customs clearance in that country and are in addition to the price and shipping cost you are charged when checking out.

It is not our responsibility to collect and pay the duties, tariffs and sales or Value Added Tax (VAT) to the proper authorities.

### International Shipping Warning

Beware of undisclosed charges following your order

Charges by private and governmental entities (FedEx, UPS) for delivery outside the U.S. may include an "after charge" by the shipper for an International Broker Fee or similar service. These are not disclosed to you or Micro-Air when you make your choice of the shipper on our website. These charges are both unknown and beyond our control. Some call "door surprises" and the shipper may hold your package until the broker payment is made.

### Canada Customers:

Look on our Find A Dealer map found [HERE](#) to locate our Marine and RV Canadian Distributors and Dealers who may help you lawfully avoid tariffs, taxes, and other charges like international broker fees. The charges are passed through to the customer and disclosed at the time of purchase when bought in Canada.

### RETURN POLICY

A 25% restocking fee is required on allowable non-defective product returns up to 60 days from receipt of purchase. Our return period expires after 60 days as is customary in electronics sales.

Micro-Air may waive the restocking fee on unopened and unused products.

### For Wrong Item/s Ordered: Options Below.

You can place an additional order for the correct item/s. Please download our return form and return the item/s for a refund upon arrival, and inspection.

Micro-Air Assist

Or

You can first mail back the model with the return form, and we'll refund the amount. Then, you can place an additional order.

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[https://www.micro-air.com/support-documents/service/return\\_form.pdf](https://www.micro-air.com/support-documents/service/return_form.pdf)

### LIMITED WARRANTY

Micro-Air expressly warrants new products made by it to be free from manufacturing defects for a period of two (2) years from the date of delivery to the original purchaser of our product ("Purchaser"). The Purchaser must notify Micro-Air of any defect or malfunction in writing delivered by overnight delivery or certified mail and received within the warranty period in order to secure repair or replacement of the product and, if purchased from Micro-Air, the Purchaser must return the product to Micro-Air at Purchaser's expense so that it is received within one day of the expiration of the warranty period.

The remedies of repair, refund or full replacement shall be the sole remedies for any warranty claim at Micro-Air's discretion. The Purchaser expressly, voluntarily and knowingly waives the right to claim any implied warranty and any and all claims for consequential damages, which are expressly excluded from this warranty. Any law or court decision of a court of competent jurisdiction requiring the implied warranty of merchantability or any other warranty expressly waived herein, is limited in time to the length of this express written warranty. This Warranty is ineffective if the Purchaser or any user damages the product in his/its possession or fails to use the Product as directed, misuses or abuses the product, submits the product to unreasonable use or otherwise uses the Product in a manner other than as intended. Disputes, if any, arising under this warranty shall be resolved solely and exclusively in the agreed sole court of competent jurisdiction: the Superior Court of New Jersey, County of Monmouth. Claims under this Warranty shall be permitted only if a party suffers "actual damage." Actual damage is limited to the cost of the product purchased. Consequential damages are excluded from this Warranty. The parties agree to apply New Jersey law to any disputes between them. Attorneys' fees, if any, shall not be subject to recovery but shall be borne by the respective parties in the event of filing of any legal action or claim by a consumer or other party claiming under this limited Warranty or in any other lawsuit or claim. This Warranty is not assignable and shall attach only to our original Purchaser.

### Double Down Extended Warranty for RV Rooftop AC

If you purchase an EasyStart Breeze / 399 or X36 for RV rooftop AC to install on an air conditioner which, at the time of purchase and installation was less than six (6) years old, and during the two year period after you purchase your EasyStart Breeze / 399 or X36, your RV rooftop air conditioner experiences any compressor motor failure not covered by the manufacturer's warranty and caused by the EasyStart Breeze / 399 or X36, Micro-Air will, at its option, repair or replace your compressor motor or rooftop air conditioning unit at Micro-Air's option. This Warranty must be registered within 30 days of your purchase of the EasyStart Breeze / 399 or X36 and must include your AC serial number.

The warranty will only be effective during the two year period after the purchase and registration of your EasyStart Breeze / 399 or X36 unit and shall not exceed the period of the Micro-Air EasyStart two-year limited warranty. This warranty applies to RV rooftop air conditioners. The remedies of repair or full replacement of your compressor motor, at Micro-Air's discretion, shall be the sole remedies for any warranty claim. Replacements will be made with the same compressor motor or an entire unit of equal BTU capacity. Within 10 days of the failure or malfunction, the Purchaser agrees to send notice to Micro-Air of any defect or malfunction in writing delivered by overnight delivery or certified mail and such Notice must be received within the warranty period in order to secure repair or replacement of the product. Purchaser agrees to first seek Warranty coverage for the air conditioning unit from the Seller, RV and AC manufacturers or any other Warranty applicable to the air conditioner. The Purchaser must return the damaged air conditioning unit along with the EasyStart Breeze / 399 or X36 installed upon it at the time of the alleged failure to Micro-Air or its designee at the Purchaser's expense.

[Micro-Air Assist](#)

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Disputes, if any, arising under this warranty shall be resolved solely and exclusively in the agreed sole court of competent jurisdiction: the Superior Court of New Jersey, County of Mercer. Claims under this Warranty shall be permitted only if a party suffers "actual damage". The parties agree to apply New Jersey law to any disputes between them without regard to Choice of Law principles. Actual damages are limited to the lesser of the cost of repair or replacement of the compressor motor or air conditioner in Micro-Air's discretion. Cost of labor is excluded. Consequential and punitive damages are excluded from this Warranty. Attorneys' fees, if any, shall not be subject to recovery but shall be borne by the respective parties in the event of filing of any legal action or claim by a consumer or other party claiming under this limited warranty or in any other lawsuit or claim.

If registered, this Double Down Extended Warranty shall create certain rights and duties between the parties which shall be in addition to and shall not be exclusive of the EasyStart Breeze / 399 or X36's 2-year Limited Warranty appearing on the Company website. This Extended Warranty does not extend the period of coverage for the EasyStart Breeze / 399 or X36, which remains limited to 2-years. This Warranty applies only to the registrant of the Double Down Extended Warranty and is not transferable.

### **Risk of Loss**

Micro-Air assumes the risk of loss for the goods shipped until picked up by the carrier selected by Purchaser.

Once goods leave the offices of Micro-Air, the risk of loss shifts to Purchaser because title to the goods passes to Purchaser at that time.

This means that lost packages are the responsibility of the Purchaser and/or its carrier.


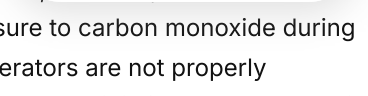
Shipping information is forwarded to the Purchaser with confirmation of carrier package pickup and may be used to track shipments directly on carrier websites.

### **Pricing**

Prices on our website and quoted to customers may change at any time without notice for any reason including unforeseen cost increases of imported products and raw materials, currency fluctuations and the discontinuation of price incentive programs. If you have ordered but not yet paid for a product, we guarantee the price for one month after delivery.

### **California Proposition 65 Warning**

**WARNING** This product can expose you to chemicals including lead, which is known by the State of California to cause cancer, birth defects or other reproductive harm. Exposure to lead during pregnancy can affect brain development and cause learning and behavior problems for the child. Exposure to lead can harm the reproductive system of men and women. Exposure to lead and lead compounds may increase cancer risk. The wires of this product contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. Wash hands after handling. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**WARNING** This product is adapted for use with portable generators powered by natural gas,  generators can expose you to chemicals including engine exhaust, carbon monoxide, phthalates,  known to the State of California to cause cancer and birth defects or other reproductive harm. Exposure to carbon monoxide during pregnancy can affect the baby's brain development and cause loss of pregnancy. When generators are not properly ventilated, they produce carbon monoxide gas which can cause death in higher concentrations. To minimize exposure, avoid breathing exhaust and operate your generator in a well-ventilated area and wear gloves or wash your hands frequently when servicing your generator. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).