

COMMERCIAL WARRANTY

Aquatec International (“Aquatec”) warrants that any of its manufactured products sold to a Commercial Buyer (“Buyer”) will be (i) built in accordance with the performance specifications and materials of construction referred to in the quotation, sales order or Aquatec’s related technical documentation and (ii) free from defects in materials and workmanship.

This Commercial Warranty (the “Warranty”) shall extend for a period of sixteen (16) months from the date of manufacture, unless a longer period is provided by law or is specified within the product documentation, and is subject to the following terms and conditions:

Aquatec’s obligation under this warranty shall be expressly limited to the repair or replacement, at Aquatec’s discretion, of any product which has failed to conform with this Warranty, provided that Buyer gives written notice to Aquatec of any defects in material or workmanship within ten (10) days of the date when any defects or non-conformance concerns are first observed. Under either the repair or replacement options, Aquatec shall not be obligated to (i) remove or pay for the removal of the defective product or (ii) install or pay for the installation of the replaced or repaired product. Buyer shall be responsible for all other costs, including, but not limited to shipping fees, expenses and service costs.

Aquatec shall have no warranty obligations to Buyer with respect to any product, or parts of a product, that have been: (a) returned without a properly issued Returned Material Authorization (“RMA”) number, (b) returned in an unassembled condition, (c) evaluated and/or repaired by a third party without Aquatec’s written approval, (d) subjected to misuse, misapplication, neglect, alteration, accident, or physical damage, (e) used in a manner contrary to Aquatec’s instructions for installation, operation and maintenance, (f) damaged from ordinary wear and tear, corrosion, or chemical attack, (g) damaged due to abnormal conditions, vibration, failure to properly prime, or extended operation without flow, (h) damaged due to a defective power supply or improper electrical protection, or (i) damaged from the use of accessory equipment neither sold nor approved by Aquatec.

This Warranty expressly excludes “wearing parts” such as motor brushes, elastomeric materials, or other consumables. Any parts repaired or replaced under this Warranty shall be warranted only for the balance of this Warranty. In any case of products not manufactured by Aquatec, there shall be no warranty from Aquatec directly, however Aquatec shall extend to Buyer any warranty received from Aquatec’s supplier of such products.

Aquatec shall have sole discretion as to the method or means of repair or replacement. Buyer’s failure to comply with Aquatec’s repair or replacement directions shall terminate Aquatec’s obligations under this Warranty and shall render the Warranty void.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.

EXCEPT AS OTHERWISE REQUIRED BY LAW, BUYER’S EXCLUSIVE REMEDY AND AQUATEC’S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AND SHALL, IN ALL CASES, BE LIMITED TO THE AMOUNT PAID BY THE BUYER FOR THE DEFECTIVE PRODUCT.

IN NO EVENT SHALL AQUATEC BE LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

LIMITED CONSUMER WARRANTY

Aquatec International (“Aquatec”) warrants that any of its manufactured products sold to a Consumer (“Buyer”) for personal, family or household purposes will be (i) built in accordance with the performance specifications and materials of construction referred to in the quotation, sales order or Aquatec’s related technical documentation and (ii) free from defects in materials and workmanship.

This Limited Consumer Warranty (the “Warranty”) shall extend for a period of sixteen (16) months from the date of manufacture, unless a longer period is provided by law or is specified within the product documentation, and is subject to the following terms and conditions:

Aquatec’s obligation under this warranty shall be expressly limited to the repair or replacement, at Aquatec’s discretion, of any product which has failed to conform with this Warranty, provided that Buyer gives written notice to Aquatec of any defects in material or workmanship within ten (10) days of the date when any defects or non-conformance concerns are first observed. Under either the repair or replacement options, Aquatec shall not be obligated to (i) remove or pay for the removal of the defective product or (ii) install or pay for the installation of the replaced or repaired product. Buyer shall be responsible for all other costs, including, but not limited to shipping fees, expenses and service costs.

Aquatec shall have no warranty obligations to Buyer with respect to any product, or parts of a product, that have been: (a) returned without a properly issued Returned Material Authorization (“RMA”) number, (b) returned in an unassembled condition, (c) evaluated and/or repaired by a third party without Aquatec’s written approval, (d) subjected to misuse, misapplication, neglect, alteration, accident, or physical damage, (e) used in a manner contrary to Aquatec’s instructions for installation, operation and maintenance, (f) damaged from ordinary wear and tear, corrosion, or chemical attack, (g) damaged due to abnormal conditions, vibration, failure to properly prime, or extended operation without flow, (h) damaged due to a defective power supply or improper electrical protection, or (i) damaged from the use of accessory equipment neither sold nor approved by Aquatec.

This warranty expressly excludes “wearing parts” such as motor brushes, elastomeric materials, or other consumables. Any parts repaired or replaced under this Warranty shall be warranted only for the balance of this Warranty. In any case of products not manufactured by Aquatec, there shall be no warranty from Aquatec directly, however Aquatec shall extend to Buyer any warranty received from Aquatec’s supplier of such products.

Aquatec shall have sole discretion as to the method or means of repair or replacement. Buyer's failure to comply with Aquatec's repair or replacement directions shall terminate Aquatec's obligations under this Warranty and shall render the Warranty void.

This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you.

To make a warranty claim, check first with the dealer from whom you purchased the product or call Aquatec at (949) 225-2200 for the name and location of the nearest authorized dealer providing warranty service.

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