LIMITED PRODUCT WARRANTY

STANDARD LIMITED WARRANTY:

We warrant this product to be free from defects in workmanship and materials, under normal residential use and conditions, for a period of 60 days from the original invoice date.

Special exception: Outdoor fountains are warranted to be free from defects in workmanship and materials, under normal residential use and conditions:

- Fountain body is covered for a period of 6 months from the original invoice date.
- The electrical pump included with the fountain is covered for a period of 1 year from the original invoice date.

Shipping and handling fees are to be paid for by the customer.

We agree, at its option during the warranty period, to repair a defect in material or workmanship or to furnish a repaired or refurbished product of equal value in exchange without charge (except for a fee for shipping, handling, packing, return postage, and insurance which will be incurred by the customer).

Such repair or replacement is subject to verification of the defect or malfunction and proof of purchase as confirmed by showing the model number on original dated sales receipt.

WARRANTY LIMITATIONS:

This warranty does not include:

- Any condition resulting from other than ordinary residential wear or any use for which the product was not intended, such as use in rental or contract trade or commercial use
- Any condition resulting from incorrect or inadequate maintenance or care
- Damage resulting from misuse, abuse, negligence, accidents or shipping damage
- Dissatisfaction due to buyer's remorse
- Normal wear and tear
- Damages incurred during transportation
- Damages incurred during assembly or maintenance
- Any used, previously displayed items

The Company makes no express warranty or condition whether written or oral and the company expressly disclaims all warranties and conditions not stated in this limited warranty. To the extent allowed by the local law of jurisdictions outside the United States, the Company disclaims all implied warranties or conditions, including any implied warranties of merchantability and fitness for a particular purpose. For all transactions occurring in the United States, any implied warranty of condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the express warranty set forth above. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this limited warranty may not apply to the Purchaser. For consumer transaction, the limited warranty terms contained in this statement, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to the mandatory statutory rights applicable to the sale of this Product to the Purchaser.

Please retain invoices for a minimum of one year for warranty purposes.

CLAIM PROCEDURES:

Claims for defective merchandise must be made within the specified time frame from invoice date. Claims for missing parts must be made within <u>30</u> calendar days after the merchandise is received.

We reserve the right to specify that items be returned to the original warehouse for inspection or be inspected by our representative in the field. Pictures are required to claim defective merchandise, along with a copy of the original invoice.

If the claim is justified, the item(s) or part(s) will be repaired or replaced. It is our policy to replace parts whenever possible.

This warranty gives you specific legal rights. You may have other rights, which vary from state to state.