

AQUA CONTROL, INC.
Evolution Series Fountain
2-Year Limited Warranty

Aqua Control, Inc. warrants to the original purchaser (the end user) of any **Evolution Series Fountain and 3W & 9W Stainless Steel Light Set** manufactured by *Aqua Control, Inc.* that any part thereof which proves to be defective in materials or workmanship, as determined by the factory within **two (2) years** from the shipping date, will be repaired or replaced at no charge with a new or remanufactured part, and returned freight prepaid. The end user shall assume all the responsibility and expense for removal, packaging, and freight to ship to *Aqua Control, Inc.* to determine the warranty claim and for all reinstallation expenses.

The **warranty is void** in cases where damage results from: improper installation, operation with no flow, continued operation with only partial flow, continued operation with obstructions that result in pump cavitation (noisy operation), improper electrical connection, improper voltage, alteration, lightning, careless handling, misuse, abuse, freezing, disassembly of motor, or failure to follow maintenance and operating instructions. Modifications or repair by an unauthorized repair facility will void the warranty.

In no case will *Aqua Control, Inc.* or its distributors accept responsibility for any costs incurred by the user during installation, removal, inspection, evaluation, repair, parts replacement, travel, or for return freight to *Aqua Control, Inc.* Nor will any liability be accepted for loss of use, loss of profits, loss of goodwill, for consequential damage, or for personal injuries to the purchaser or any person.

In the event of problems believed to be covered under warranty, it will be necessary to notify the distributor who will try to help resolve the problem and who may contact the factory for additional assistance. If it is concluded that there may be a defect which may be covered under warranty, it will be necessary to get a Return Material Authorization (RMA) from the distributor before shipment. Freight collect shipments will not be accepted by the factory on warranties or repairs.

The product or part(s) must be returned freight prepaid, to the factory, as directed, and in its original packaging or in a container which will prevent damage. Parts returned under warranty and damaged during shipping will not be covered under warranty for the shipping damage.

If the factory evaluation of the returned goods concludes that the failure is due to defects in materials or workmanship, the part or parts in question will be replaced under warranty with new parts, remanufactured parts, or will be repaired; at the factory's option. The warranty period for all parts supplied under warranty **will terminate at the end of the original product's warranty**. All warranty shipments from the factory will be shipped freight prepaid.

Warranty registration is **HIGHLY** recommended.

No implied warranties of any kind are made by *Aqua Control, Inc.* for its products and no other warranties, whether expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, shall apply. Should an Aqua Control product prove to be defective in materials or workmanship, the retail purchaser's sole remedy shall be repair or replacement of the product as expressly provided above.

Aqua Control, Inc.
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Effective April 1st, 2015