

# Adagio Water Fountains Limited Warranty

Effective 8/1/2007

## 1. WHAT THIS WARRANTY COVERS

Defects in materials and workmanship in the following components manufactured by Adagio Collection, LLC:

- Hood, Tray, Splash Guard and Water Distribution Items: One (1) year parts only limited warranty against any defects in workmanship and/or materials.
- Stone: One (1) year parts only limited warranty against any defects in workmanship and/or materials
- Electric Components, Light Bar, and Wiring: One (1) year parts only limited warranty against any defects in craftsmanship, workmanship and materials.

Defects in materials and workmanship in other components:

- Re-circulating Pump: One (1) year limited replacement warranty against any defects in craftsmanship, workmanship and materials.

## 2. WHO IS COVERED

This warranty extends only to the original end user. (Original end user is defined as the first owner to install and use the product.)

## 3. WHAT WE WILL DO TO CORRECT WARRANTY PROBLEMS

We will, at our option, repair or replace the defective component(s).

## 4. HOW TO GET WARRANTY SERVICE

**Please Call Us – Do Not Ship.** Phone: (801)255-9484; Fax: (801)255-0894

**Have your original proof of purchase available when you call.**

## 5. REPLACEMENT PARTS

Adagio reserves the right to charge for any warranty part not returned to Adagio as requested. Replacement parts will be shipped out after receipt and qualification of the original defective part(s) by Adagio.

### **Expedited Shipment:**

If expedited shipment of the replacement part(s) is requested, the replacement part(s) can be purchased and shipped (based on availability). A credit will be issued once Adagio is in receipt of the original defective part(s) and they are deemed to be covered by the manufacturer's limited warranty.

### **Mistaken Defects:**

If returned part(s) is deemed to have no defects in workmanship and/or materials it is not covered by this or any warranty and the customer will have the following options:

- a) Have the original part returned to him/her at his/her expense
- b) Purchase a new replacement part and have it shipped at his/her expense. (In the event that the expedited shipment option was used no refund will be issued.)

## 6. SHIPPING AND HANDLING CHARGES

This warranty covers shipping to and from Adagio for the first 30 days after receipt by the end user. In order for shipping to be covered under this warranty defects must be reported within the first 30 days of receipt by the end user.

**Mistaken Defects:** Should the returned part(s) be deemed to have no defects in workmanship and/or materials, the customer agrees to pay for all shipping charges incurred, both to and from Adagio.

This warranty DOES NOT cover any shipping costs and Adagio will not pay any shipping costs incurred in the shipment of replacement or defective part(s) to or from the end user if the defects were not reported in the first 30 days of receipt by the end user.

## 7. WHAT THIS WARRANTY DOES NOT COVER

- Products that are operated in combination with other equipment not furnished or otherwise certified by Adagio for use with our products
- Damage occurring during shipment
- Damage to Adagio products resulting from use of unauthorized equipment
- Defects or damage resulting from someone other than Adagio (or its authorized service technicians) testing, adjusting, installing, maintaining, altering, modifying, tampering with, or servicing the products in any way. **Any of these voids the warranty.**
- Defects or damage resulting from:
  - a) Use of the products in a manner that is not normal or customary
  - b) Improper operation or misuse
  - c) Accident or neglect such as dropping the products
  - d) Contact with sand, dirt, or the like; or
  - e) Contact with extreme heat or spills of food or liquid other than water
  - f) Any products or parts not supplied by Adagio with the original product
- Defects or damage resulting from acts of nature, including, but not limited to: fire, storm, earthquake, hurricane or flood.
- Defects or damage resulting from acts of war or violence, including, but not limited to: atomic blast, bombings, vandalism, and drive by shootings, or robbery
- Physical damage to the surface of the products, including scratches, cracks or other damage to externally exposed parts
- Damage resulting from failure to maintain an appropriate water level necessary for optimal performance of products
- Damage or discoloration resulting from failure to clean or maintain the pump, stone and/or any metal
- Color changes on the metal due to the natural patina process

Flat-rate charges may apply to the repair of products not covered by this warranty. To obtain information regarding products needing repairs not covered by this warranty, please call (801) 255-9484. We will provide information on repair availability, rates, payment methods, and where to send the components.

## **8. SOME OTHER LIMITATIONS**

This is Adagio's complete warranty for our products; it states your exclusive remedies.

This warranty is given in lieu of all other expressed or implied warranties.

In no event shall Adagio be liable, whether in contract or tort (including negligence), for damages in excess of the purchase price of the product; for any indirect, incidental, special, or consequential damages of any kind; or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the ability or inability to use the products, to the full extent these damages may be disclaimed by law.

## **9. STATE LAW AND OTHER JURISDICTION RIGHTS**

Some states and other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you.