AQUA CONTROL®, INC.

*Evolution Series Fountain – **International***

2-Year Limited Warranty

Aqua Control®, Inc. warrants to the original purchaser (end user) of any Evolution Series Fountain 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 purchase date, will be repaired or replaced at no charge with a new or remanufactured part and returned under warranty. The end user shall assume all responsibility and expense for removal, packaging, and freight to *Aqua Control®, Inc.* to determine the warranty claim status 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 or operating instructions. Modification or repair by an unauthorized repair facility will also void the warranty. **Materials supplied are freshwater grade unless expressly stated otherwise.** Operation of freshwater systems in brackish conditions may void the manufacturer's warranty.

In no case will Aqua Control® or its distributors accept responsibility for any costs incurred by the user during installation, removal, inspection, evaluation, repair, parts replacement, or for return freight. 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 then contact the factory for assistance to try and resolve the problem. If it is concluded by *Aqua Control®, Inc.* there may be a defect which may be covered under warranty, it will then be the decision of *Aqua Control®, Inc.* to ship a replacement item under warranty or deem it necessary to issue a Return Material Authorization (RMA) to the distributor to have the product returned to *Aqua Control®, Inc.* for a thorough assessment.

If it is determined the product or part(s) must be returned to *Aqua Control®, Inc.* for further assessment, the product or part(s) are to be returned freight prepaid, to the factory, as directed and in its original packaging or in a packaging which will prevent damage. Product that receives shipping damage will not be repaired or replaced under warranty.

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 or 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.

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®, Inc.* 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.

Warranty registration is **highly** recommended. If warranty registration is not supplied, the warranty start date will default to the ship date from the factory.

AQUA CONTROL®, INC.
6A Wolfer Industrial Drive, Spring Valley, IL 61354 ● USA
Toll Free (800) 377-0019 ● www.aquacontrol.com

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