

## LIMITED WARRANTY

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All pumps and electrical products are warranted to the user against defective material and workmanship, under normal working conditions. This warranty period begins on the date of purchase by the original purchaser.

Unless otherwise specified all GARDENIQUE® electrical products are warranted to the user against defective material and workmanship, under normal working conditions for 1 year from the date of purchase.

- Pond and Waterfall pumps are warranted for 3 years.
- GARDENIQUE® liners are warranted to the user against defective workmanship, under normal working conditions for 20 years from the date of purchase.
- All other GARDENIQUE® products are warranted to the user against defective material and workmanship, under normal working conditions for 90 days.

### **Application**

Warranty covers only properly installed and maintained units. Any damage to the cord or modification to the unit will invalidate the warranty. Pump warranty is limited to applications pumping fresh water in a pond or fountain only. Other liquid applications or extreme temperature uses must be approved in writing by the manufacturer. Receipt and product date code are required for warranty claims.

### **Warranty Claim**

**Warranty claims must be made by calling customer service (at 1-888-755-5641).** If the item is determined to be defective, you will be given authorization to return the defective part(s), freight pre-paid, along with proof of purchase.

### **Disposition**

The manufacturer will make a good faith effort for prompt disposition regarding all warranty claims. Returned product will be inspected to determine cause of failure before warranty is applied. Warranty does not cover any costs associated with the shipping, handling, installation or removal of products or parts subject to this warranty. For products damaged in transit, a claim should be filed with the carrier.

### **Disclaimer**

Any oral statements made about the product by the seller, the manufacturer, the representatives, or any other parties do not constitute warranties, should not be relied upon by the user, and are not part of the contract for sale. The seller's and manufacturer's only obligation, and buyer's only remedy shall be for the manufacturer to either replace and/or repair at the manufacturer's sole discretion, the product as described above. Neither seller nor the manufacturer shall be liable for injury, loss or damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss arising from any cause whatsoever, no matter whether based upon warranty, contract, negligence or other misuse, and the buyer and user agree that no other remedy shall be available to them. Before using, the buyer and user shall determine the suitability of the product for the intended use, and assume all risk and liability whatsoever in connection therewith. The warranty and remedy described in this limited warranty is an exclusive warranty and remedy in lieu of any other warranty or remedy expressed or implied. All other warranties and remedies are hereby expressly excluded, including but not limited to any implied warranty of merchantability of fitness for any particular purpose. This warranty gives the buyer and user specific legal rights, and buyer and user may also have other rights which vary from state to state. Some states do not allow exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you.



**PLEASE CALL 1-888-755-5641 BEFORE RETURNING TO THE STORE.**