

# Designers Fountain Warranty

## GENERAL TERMS AND CONDITIONS

With the exception of certain series or model numbers which are specifically excluded from the tarnishing warranty and are specified on Designers Fountain's current price list, Designers Fountain warrants the structure of its products only against defects for one year from date of invoice, tarnishing for six months from date of invoice, and this warranty is ineffective against improper installation and usage or abnormal conditions. Designers Fountain warrants for three months products stored or used in extremely damp areas or areas under abnormal weather conditions, including but not limited to high winds, intense direct sunlight, and acid rain, where products may tend to tarnish easily.

- a. Except as expressly stated herein, there are no warranties, express or implied by operation of law or otherwise, pertaining to the products sold under this agreement. Designers Fountain disclaims any implied warranty of merchantability or fitness for a particular purpose. In no event shall Designers Fountain be liable to buyer, its agents, representatives, employees, customers, or any other third party for any incidental, indirect, special, or related damages including without limitation loss of use, loss of revenue, or loss of profit, in connection with or arising out of this agreement, or the existence, furnishing, or functioning of any item, or services provided for in this agreement, or from any other cause, including without limitation claims by third parties, even if Designers Fountain has been advised of the possibility of such damages.
- b. Designers Fountain's sole liability of any kind, whether on warranty, contract, or negligence grounds, with respect to the products furnished under this agreement shall be limited to the cost of any defective products, provided, however, that Designers Fountain shall be under no obligation to install replacements, or to cause replacements necessitated in whole, or in part by catastrophe, fault, or negligence of the user, or any third party, improper or unauthorized use of products, use of products in a manner for which they were not designed or intended, or by causes external to the subject product, including without limitation, shipping, damage, or power failure.
- c. Designers Fountain shall not be liable for any costs incurred during installation or removal of any products, defective or otherwise, including but not limited to electrician fees, labor costs or materials.

## ASSIGNMENT

This contract, together with all rights, liabilities, and obligations hereunder, may be assigned wholly or partially by Designers Fountain without the necessity of prior notice to Buyer. Designers Fountain's general terms and conditions are offered to its dealers and distributors only, and dealers and distributors are responsible for their own terms and conditions of resale.

## WAIVERS

No waiver by Designers Fountain of any breach or default of any provision hereof shall constitute a waiver of any other breach or default of any provision. Designers Fountain's failure

to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

**MODIFICATIONS / CANCELLATIONS / ALTERATIONS**

Designers Fountain reserves the right to change and modify prices and terms without prior notification. Designers Fountain products are subject to revision to comply with changes in CUL, CSA, or the National Electrical Code Standards requirements.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.