



LIMITED WARRANTY

Limited Warranty. Seller warrants to the original purchaser that the Products shall be free from defects in material and workmanship under normal and proper usage and in conformity with Seller's operating specifications. Consumables such as the filter cartridge, including model APB-O-G-937-F, are not covered under this warranty. Should any failure to conform to this warranty become apparent within one hundred eighty (180) days from date of shipment (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the Products or refund the purchase price therefore. Except for costs of repairs, or the replacement Products, Buyer shall be responsible for all costs, including labor and materials, associated with the diagnosis, removal, shipping and installation of any Products to be repaired or replaced. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Products in accordance with Seller's instructions, including but not limited to using the Products only with microbiologically safe water supplies (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. This warranty pertains to the Products provided hereunder by Seller, which expressly excludes all goods, services or Products purchased from, installed by, or serviced by any third party. SELLER DISCLAIMS AND MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (REGARDLESS OF THE FORM OF ACTION, INCLUDING IN CONTRACT, STRICT LIABILITY, OR IN TORT, INCLUDING NEGLIGENCE) NOR FOR LOST PROFITS. SELLER'S LIABILITY AND/OR DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCTS. THIS LIMITATION OF LIABILITY SHALL INCLUDE BUT IS NOT LIMITED TO ANY CLAIM, LOSS, DEMAND OR LIABILITY RELATED IN ANY WAY TO THE PRODUCTS OR SERVICES AT ISSUE. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives you specific legal rights, and you may have other legal rights which vary from state to state.

Choice of Law, Exclusive Jurisdiction and Venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The laws of the State of Texas shall apply to the exclusion of other state law. The state and federal courts situated in San Antonio, Bexar County, Texas shall have exclusive jurisdiction of any disputes arising under or in relation in any way to this Agreement or any Products and the Parties consent to jurisdiction and venue in a court of competent jurisdiction in Bexar County, Texas. **THE PARTIES FURTHER WAIVE TRIAL BY JURY.**

Waiver of Class Actions. Any claim must be on an individual basis. This means neither you nor we may join or consolidate any claims as a representative or member of a class or in a private attorney general capacity.

How to obtain Warranty Service. For warranty service, call 1-956-584-4878 for a return authorization number. Then, ship your product to our facility, freight and insurance prepaid, with proof of date of original purchase. Please include a note stating the problem. Seller will repair it or replace it, and ship it back to you prepaid so long as it is covered by this warranty and Seller decides not to refund the purchase price as stated above.

California Proposition 65 Warning: This product may contain a chemical known to the state of California to cause Cancer or Birth Defects or other Reproductive harm.

More Prop 65 information: This filter contains carbon and other adsorbent materials that naturally contain arsenic, which is listed under California's Proposition 65 law. By law, any product that may contain this element must put this warning label on the product, simply because it may have the material in the filter, not because it actually poses a risk to the consumer. The filter has been 3rd party tested by IAPMO to the NSF/ANSI Drinking Water Standards for extraction to ensure that hazardous materials, including arsenic, are not released by the product. The test data showing our certifications can be requested at the following web address: www.aquaguidance.com

MADE IN THE USA

