

AquaNova

the water specialist

WARRANTY POLICY

Limited Local Warranty

This warranty gives you additional protection for your purchased product, as delivered new in the original packaging to the original end-user purchaser ("Product"), subject to the exclusions, terms and conditions herein.

This Product is warranted for the specified Warranty Period from the date of original retail purchase against defects in quality and materials under normal, non-commercial use.

Unless otherwise specified, this warranty only covers the defects in material, design and workmanship of the hardware components of the Product as originally supplied. The warranty does not cover any software, consumable items, accessories, or wear and tear even if packaged or sold together with the Product.

This limited warranty is only valid in the country of Purchase, and the Product is not eligible for any international warranty service. Warranty service may only be performed by our authorised service centre and engineers.

This warranty is only valid upon registration of the Product by the original end-user purchaser within 7 days from the date of purchase by submitting your particulars [here](#).

This warranty is not transferable.

AquaNova does not warrant uninterrupted or error-free operation of the Product. Product performance is affected by onsite usage and source of water/electrical among other factors. While the Product is considered to be compatible with many elements, it is your responsibility to determine compatibility and integration of the Product with other systems and your water/electrical requirements.

For the avoidance of doubt, minor imperfections within design specifications and that do not materially alter functionality of the Product are not considered a defect under this warranty.

If any section, provision, clause, sentence or part thereof of this warranty is held to be void, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remainder shall not in any way be affected or impaired thereby.

Waiver by Aquanova of any breach of the warranty terms and conditions shall not be deemed as a continuing waiver of such default or a waiver of any other default.

Except where otherwise expressly provided, the terms and conditions of this warranty are contained exclusively herein, and no other agreement, provision or statement, regardless of the origin of the same, shall be accepted as extending, adding to, subtracting from or otherwise altering the terms of this warranty. No warranty or guarantee given by any other person, firm or corporation with respect to the Product shall be binding on Aquanova/Aquasana.

Limitations and Exclusions

Notwithstanding that the Product is within the Warranty Period, this warranty shall be invalidated and rendered void upon the following:

The Product serial number, or warranty seal has been removed, erased, defaced, altered, tampered or is illegible; or

The Product shows evidence of commercial use; impact, shock; accident; fire, flood, earthquake, lightning or other acts of nature; sand, liquid or food damage; exposure to extreme thermal or environmental conditions beyond product specifications or a rapid change in such conditions; electrostatic discharge; battery or chemical corrosion; abuse, mishandling, improper installation, operation or maintenance, use of wrong electrical supply or voltage; damage during shipment to / from our authorised service centre; damage caused by installation of any software, programs or applications, or use of any accessories, or consumable items; improper alteration, modification, adjustment, tampering; replacement of parts with parts not provided or approved by AquaNova; or dismantling, opening, service or repair performed other than by our authorised service centre.

This warranty does not cover:

Missing accessories or external parts of the Product, unless such claim is made within 3 days from the date of original retail purchase;

Cosmetic damage to outer surface/finishing and external parts of the Product, including without limitation cracks, dents or scratches on the exterior casing, screen, buttons and other attachments;

Deterioration of the Product due to normal wear and tear, including without limitation rust or stains;

General maintenance, routine servicing and cleaning, updating/upgrading of software, product demonstration, or any other service other than repair;

Any other circumstance such that repair would be contradictory or not in compliance with good business practice.

To the fullest extent permitted by law, the warranty expressly provided herein is the sole and exclusive warranty provided in connection with the Product and no other warranties, representations, endorsements or conditions of any kind, whether oral, written, express, implied or statutory, including without limitation any implied warranties of quality, merchantability or fitness for a particular purpose, and warranties against hidden or latent defects, are provided. In so far as any warranties cannot be excluded, such warranties shall be limited to the terms of this warranty and for the Warranty Period expressed herein.

To the fullest extent permitted by law, AquaNova shall not be in any way liable for any consequential, incidental, indirect, special or similar damages whatsoever arising from or in connection with the use, inability to use or performance of the Product, including without limitation loss of revenue, loss of profits, loss of opportunity, loss of business, loss of goodwill, loss of reputation, failure to realise savings or other benefits, loss of use of the Product or any associated equipment, loss of or damage to other property due to the malfunction of the Product, costs of substitute equipment, loss due to downtime cost, whether due to breach of warranty, strict liability, product liability, the negligence of AquaNova, or otherwise, even if AquaNova is aware of the possibility of such damages.

In no event shall any recovery against AquaNova exceed the actual price paid for the purchase of the Product.

Without limiting the generality of the foregoing, you assume all risk and liability for loss, damage or injury to you and your property and to any third parties and their property arising out of the use, misuse or inability to use the Product not caused directly by the negligence of AquaNova.

You agree and acknowledge that AquaNova's exclusions and limitations of liability are reasonable in the circumstances.

Obtaining Warranty Service

By making a claim under this warranty, you agree to waive any claim(s) for compensation, monetary or otherwise, which you may be entitled to in respect of the Product other than that provided under this warranty, if any.

If a valid claim is made on a valid warranty during the Warranty Period, AquaNova will, upon sight of valid supporting documents (i.e. dated proof of purchase), repair or replace the parts of the Product. AquaNova's decision on all claims, including without limitation whether there is a defect in the Product, the cause of failure / defect, validity of the warranty, and what remedy is to be provided, shall be conclusive and you agree to abide by such decision. Products with valid warranty subsisting will upon repair or replacement continue to be warranted for the remaining of its warranty period.

For the avoidance of doubt, AquaNova shall not in any way be liable under this warranty to repair, replace or refund any Product which AquaNova may, at its sole discretion, decide as being "Out of Warranty" due to breach of the warranty terms, invalidation of the warranty, expiry of the Warranty Period, or other reasons. Notwithstanding the foregoing, AquaNova may at its sole discretion agree to repair an Out of Warranty Product, on the condition that you pay an appropriate service fee for the repair. Repairs on Out of Warranty products carry a one (1) month warranty from the date of completion of service for the: (a) parts repaired / replaced, and (b) same fault for which the repair was conducted.

Repair or replacement may involve the use of functionally equivalent refurbished or reconditioned products or parts.

Any replaced product or part, or fully refunded product, shall become the absolute property of AquaNova and must be returned to AquaNova.