

# Limited Product Warranty

Perpetual Well, LLC (hereafter, Company) expressly warrants to the original purchaser; that, for a period of one (1) year from the date of purchase, the Perpetual Well (hereafter, Product) will be reasonably free of defects in materials and workmanship. This Limited Warranty only applies to Company's Products which are used, stored, handled, and installed in the manner recommended by Company.

Company will, at its option, repair or replace Product without charge, if the Product fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the exclusions set forth in this Limited Warranty. Repair or replacement during this one (1) year warranty shall include a new or refurbished replacement product or a new or refurbished Product Part, but shall not include the costs associated with installation, removal, of the Product, or any costs associated with repair or damage to household furnishings, fixtures, walls, floors, or anything else associated with the location of the Product. During the entire one (1) year warranty, Company's obligation as to repair or replacement shall further be limited to repair or replacement with the styles, models, and/or colors, of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. Any repaired or replaced product shall also remain subject to the original one (1) year warranty from the date of the original purchase, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

You may obtain coverage under this Limited Warranty by providing Company with proof of your original purchase. For service under this Limited Warranty, you must notify Company in writing, providing your name and address, phone number and email as well as a description of the product involved, and the nature of the defect.

## **Disclaimer of Warranties**

Company's Products must be stored, handled, installed, used and maintained in accordance with instructions provided by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Copies of the Company's [use guide; care guide; instruction manual, installation guide, etc.] are available from the Company at the address listed below. You may also obtain this/these materials by contacting Company at [perpetualwell@gmail.com](mailto:perpetualwell@gmail.com) or on the Company's website at [perpetualwell.com](http://perpetualwell.com).

This Limited Warranty does not cover defects caused by:

1. non-compliance with Company's [use guide, care guide, instruction manual]. Such failures include, but are not limited to, exposure to physical abuse, including, but not limited to, chemical abuse (e.g. harsh cleansers and solvents), thermal abuse or shock (e.g. excessive heat or cold) or misuse;
2. improper storage, installation, handling, and/or use of the Product;
3. damage not resulting from manufacturing defects that occur while the Product is in the customer's possession;
4. unreasonable or unintended use of Product;
5. products installed with known or visible manufacturing defects at the time of installation, including, but not limited to color variances, nit lines.
6. minor conditions such as stains, scratches, etc;
7. failure or dissatisfaction with appearance of Perpetual Well
8. use in a commercial setting
9. use in conjunction with non-Company approved accessories
10. Impact of foreign objects

11. Acts of God
12. attempted repair or service by anyone other than Perpetual Customer Service
13. defects in or failure of the surface the Perpetual Well product is installed in or upon
14. pollution, sunlight, other environmental conditions such as mold, dirt, mildew, or exposure to harmful chemicals and any other causes not involving manufacturing defects in the Product.

**This product is designed only for use with domesticated animals; do not use this product for any other purpose.** However, the specific temperament of your animal may not work with this product. **We recommend that you do not use this product if your animal is aggressive.** If you are unsure whether this product is appropriate for your animal, please consult with your veterinarian before you use this product. Please see the instruction manual for additional important information.

Any information or suggestion by Company with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and are made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY COMPANY IN CONNECTION WITH THESE PRODUCTS. COMPANY CAN NOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY COMPANY ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY COMPANY IN WRITING. OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS, OR AT THE OPTION OF COMPANY, RETURN OF THE PRODUCT AND A REFUND OF THE PURCHASE PRICE. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCTS PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.

#### **Limitation of Liability**

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the Products in respect to which damages are claimed. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER/OWNER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF REVENUES, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ANY THIRD PARTY WITH RESPECT THERETO.

#### **Contact Information**

Any question concerning this warranty should be addressed to:

Perpetual Well

Warranty Dept.

1100 Tamiami Tr S Venice, FL 34285

Perpetualwell@gmail.com