

# **AquaFrixio Warranty**

## **LIMITED WARRANTY**

### **Revised January 2019**

#### **Warranty period:**

PROSUN warrants all equipment manufactured or imported by it, provided it is still owned and operated by the original owner, to be free from defects in material under normal use and service. Warranty Periods as specified below are from the date of delivery to the location. The warranty is non-transferable and is only valid for the original purchaser of the equipment.

#### **What is covered:**

During the Limited Warranty period as specified below, PROSUN will repair or replace any defective system or components found to be defective, at PROSUN's sole discretion. Prior to making any repairs, the owner must provide PROSUN with information requested and perform basic troubleshooting. PROSUN will review the problem and provide disposition of parts and guidance to the authorized technicians performing the adjustments or repairs. Any repairs or damage done as a result prior to reporting of the problem and disposition and guidance by PROSUN customer service shall void the limited warranty.

The cost to the Purchaser is based on the proration of the warranty on the defective system or components and labor. The limited warranty is as follows:

- 10 year warranty on the steel frame.
- 3 years on tank.
- 2 years on Electronic and Mechanical Components.
- 90 days on Labor. (Note: additional labor warranty can be purchased at the time of purchase and renewed based on PROSUN's discretion and availability.)

#### **General Warranty Terms and Limitations:**

- The Warranty Period is based on the date of delivery and contingent on proof of annual maintenance inspection/service. (Every 12 months or 1500hours.)
- The Limited Warranty will be null and void if equipment has been damaged and not reported and repaired or maintenance/service has not been performed as defined in the User Manual.
- Equipment must be owned by the original owner, in original installed location. It may not have been physically moved from its original installed location unless otherwise authorized by PROSUN and removal and re-installation is performed by PROSUN certified technicians. Failure to do so will void the warranty.
- Any work performed on the equipment by a non-authorized technician without the express consent of PROSUN will void the warranty.
- All warranted parts will be sent out with Ground shipping costs, expedited shipping will have an additional charge to the customer.
- Replacement parts purchased after the original warranty period are extended a 90-day warranty only if those parts have been purchased from PROSUN and installed per PROSUN's instructions and approval. Note: Payment for replacement parts outside the warranty period or not included in the warranty require a payment in full prior to shipping. Any product being returned to PROSUN for repair, replacement or return must be adequately packaged to prevent freight damage and must be shipped via traceable methods unless otherwise authorized in writing by PROSUN.

#### **What is not covered:**

- Labor including labor to replace warranted parts or make repairs outside of the labor warranty period, or to perform annual maintenance.
- Any parts affected by discoloration or use of non-distilled water.
- Damage caused by mis-handling, mis-use for anything but its intended use, abuse, negligence, external trauma due to overloading or not maintaining proper distilled water levels.
- Cosmetic damage, whether intended or due to wear and use.
- Damage due to improper electrical installation or connection including overpower, under power, and incorrect service connection.

- Cracked or broken cover plates.
- External damages to the screen or support structure for the screen of the AquaFrixio.
- Any failure of the external timing system (example: T-Max, FST timers and timer system components).
- Any damage caused by the failure of any supporting hardware not supplied by PROSUN.
- Aquafrixio unit, parts or components damaged in transit where PROSUN'S damaged goods policy is not followed by purchaser or purchaser's designee.
- Any parts such as the urethane (water barrier) sheet, GFCI in power supply, WiFi Antenna, Pillow top or any items that can be damaged by customer use and normal wear and tear.

**THIS WARRANTY DOES NOT APPLY TO ANY FAILURE OF PRODUCT DUE TO ALTERATIONS, MODIFICATIONS, MISUSE, ABUSE, NEGLIGENCE, ACT OF GOD, ACCIDENT, IMPROPER MAINTENANCE (INCLUDING LACK OF ANNUAL MAINTENANCE) OR INSTALLATION, USE OF PARTS NOT SUPPLIED BY PROSUN, FAILURE TO OPERATE AND USE THE PRODUCT IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED IN THE OWNER'S MANUAL SUPPLIED WITH THE PRODUCT OR FAILURE TO OTHERWISE MEET MANUFACTURER'S SPECIFICATIONS, OR IF THE SERIAL NUMBER HAS BEEN REMOVED, ALTERED OR DEFACED. ANY DAMAGES CAUSED BY THE USE OF NON-DISTILLED WATER.**

**Procedure for Requesting Warranty Work and Parts:**

In the event of an issue that is covered under this limited warranty agreement, the customer must first contact PROSUN. PROSUN Customer Service will initiate a service ticket and issue you a Warranty/Incident claim number. The customer must work with ProSun by phone, email, or FAX to provide all necessary information on the issue with the equipment and perform basic troubleshooting tasks.

1. If your equipment has a manufacturer's defect within the first 90 days, the necessary parts will be sent to you via expedited shipping options. After being given a claim number by customer service, you will be sent and must sign our warranty documentation and return it to PROSUN prior to the parts being sent out.
2. A return shipping label will be provided. You will need to return the original or any unused parts to PROSUN unless otherwise advised in writing. If the original defective parts are not returned within 30 days, you will be responsible for the purchase charges for the parts. If unpaid, your account will be placed on hold until the issue has been resolved.
3. Any warranty parts needed outside of 90 day warranty period will require payment up front. A return label will be provided with your warranty parts and a full credit will be provided to your payment method within 10 business days of receiving the original or returned unused parts. If parts are not returned within 90 days or have been damaged, a credit will not be issued or may be subject to a restocking fee.
4. Depending on the labor warranty as stated in this agreement, PROSUN will help the customer by phone to replace the component or will schedule a technician to perform the service work.

**Right to Modify:**

PROSUN reserves the right to make changes or improvements to its products without incurring any obligations to similarly alter products which have been previously purchased.

**Exclusivity of Warranty:**

This warranty is the only warranty made by PROSUN and may only be modified or amended by a written instrument signed by a duly authorized officer of PROSUN. PROSUN's sole and exclusive liability and Purchaser's sole and exclusive remedy under this warranty shall be, at PROSUN's discretion, to repair or replace, to the extent available on a prorated basis, any such defective Products. These remedies are available only if PROSUN's examination of such Products discloses to PROSUN's satisfaction that such defects actually exist and were not caused by Purchaser's misuse, abuse, neglect, improper installation, maintenance or testing, alterations or modifications, failure to meet manufacturer's specifications or any other cause beyond the range of normal usage, or by accident, fire or other hazard. Repair or replacement of a part does not extend the warranty period or extend the prorated value of a part or product beyond the initial limited warranty periods as specified and set forth above.

**THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL PROSUN BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO THE PRODUCTS DELIVERED HEREUNDER OR SUBSEQUENT USE THEREOF.**

**Limitation of Liability:**

PROSUN shall not be liable for any loss, damages, or penalty resulting from failure to perform any of its obligations under this Agreement due to major force or any cause beyond its reasonable control.

**PROSUN'S LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE REFUND OF THE PURCHASE PRICE LESS REASONABLE RENTAL FOR PAST USE. IN NO EVENT SHALL PROSUN BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE PURCHASER OR FOR UNAUTHORIZED REPAIRS UNDERTAKEN BY THE PURCHASER WITHOUT PROSUN'S PREVIOUS WRITTEN APPROVAL. IN NO EVENT SHALL PROSUN BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. PROSUN DISCLAIMS ANY OBLIGATION OR LIABILITY FOR LOSS OF USE OF THE PRODUCT WARRANTED, LOSS OF TIME, INCONVENIENCE, RENTAL OR SUBSTITUTE PRODUCTS, LOSS OF BUSINESS, LOSS OF INCOME, COMMERCIAL LOSS OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.**

**Governing Law:** Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the state of Florida without regard to the laws of any other jurisdiction. The Purchaser waives any and all privileges and rights which they may have under Chapter 47, Florida Statutes (1993), relating to venue as it now exists or may hereafter be amended, and under any other statute, or administrative provision thereof in any legal action on this Agreement; and further, the Purchaser agrees that any legal action brought on this Agreement or in connection therewith, shall be brought in the appropriate court in Pinellas County, Florida.

**Attorney's Fees:** Should a dispute arise with regard to this warranty or any other aspect of this sale the prevailing party shall be entitled to reasonable attorney's fees and costs through appeal under Florida Law.