

WARRANTY

DEFECTS / LIMITED WARRANTY

Designers Fountain® warrants the structure of its products only against defects for one (1) year from date of invoice, and this warranty is ineffective against improper installation and usage or abnormal conditions. Designers Fountain® warrants for three (3) 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. **LED PRODUCTS:** LED fixtures have a limited Power Supply warranty (Module, PC Board Diodes and Drivers) of three (3) years from date of invoice.

- a. Designers Fountain® will warranty only product sold through authorized Designers Fountain® dealers.
- b. 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.
- c. 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.
- d. 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.