

O₃ Water Systems, Inc.

“Limited” CASCADIAN® Integrated Cartridge Solutions Water Treatment System Warranty

During the time periods and subject to the conditions hereinafter set forth, O₃ WATER SYSTEMS, will repair or replace to the original user or consumer, any portion of your new ICS (Integrated Cartridge Solutions) system which proves defective due to defective materials or workmanship of O3WS. Warranty period is 10 years from date of installation. At all times O3WS shall have and possess the sole right and option to determine whether to repair or replace defective equipment, parts, or components. Damage due to conditions beyond the control of O3WS is **NOT COVERED BY THIS WARRANTY**.

LABOR, ETC., COSTS: O3WS shall **IN NO EVENT** be liable for cost of removal, installation, transportation, or any other charges which may arise in connection with a Limited Warranty claim.

THIS WARRANTY WILL NOT APPLY: (a) To defects or malfunctions resulting from failure to properly install, operate or maintain the unit in accordance with good trade practices of professionals; (b) to products which are not installed in accordance with applicable local codes and ordinances (c) to products modified at any place other than the point of original manufacture (d) to products moved from the original installation location; (e) to normal maintenance services and parts used in connection with such service; (f) to failures resulting from the abuse, physical damage, fire, freezing, acts of god, accident or negligence; (g) to products used for purposes other than for what they were designed and manufactured, and (h) cartridge filters and replacement kits.

RETURN OF REPLACED COMPONENTS: To obtain specific performance under this Limited Warranty, the defective product must be returned freight prepaid to O3WS in Cle Elum Washington or other such place as O3WS may designate together with proof of purchase, installation date, failure date, and supporting technical data.

PRODUCT IMPROVEMENTS: O3WS reserves the right to change or improve its products or any portions thereof without being obliged to provide such change or improvement of units sold and/or shipped prior to such change or improvement.

WARRANTY EXCLUSIONS: As to any specific O3WS product, after the expiration of the time period of the warranty applicable thereto as set forth under the heading “Warranty Periods” above. Cosmetic damage that does not affect the process functionality of the equipment is not covered. O3WS Industries makes every effort to ensure that all illustrations and specifications are correct. However, these do not imply a warranty that the product is merchantable or fit for a particular purpose, or that the product may not vary from the illustrations and specifications. **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTENDS BEYOND THOSE WARRANTIES DESCRIBED OR REFERRED TO ABOVE.**

WARRANTY LIMITATION: O3WS WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL or SPECIAL DAMAGES, LOSSES, OR EXPENSES ARISING FROM INSTALLATION, USE, OR ANY OTHER CAUSES.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages and some jurisdictions do not allow limitations on how long implied warranties may last. Therefore, the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

For your warranty protection (Magnason-Moss Warranty Act) the **WARRANTY REGISTRATION CARD MUST BE COMPLETED AND RETURNED TO O3WS WITHIN TEN (10) DAYS OF INSTALLATION.** In the absence or other suitable proof of installation date, the effective date of this warranty will be based upon the date of manufacture plus thirty (30) days. Direct all notices, etc. To: Service Department, O₃ Water Systems, Inc., 5301 Airport Rd, Cle Elum WA, 98922