

Water Gard™

Electronic Condensation Control System

THREE YEAR LIMITED WARRANTY

Water Gard, Inc. (the “Company”) warrants its enclosed Water Gard Control System to be free from defects in materials and workmanship under normal use and service for a period of three years from date of purchase. Water Gard, Inc. makes no other warranty for this Water Gard Control System. No agent, representative, retailer, installer, contractor, dealer or employee of the Company has the authority to increase or alter the obligations or limitations of this Warranty. The Company’s obligation under this Warranty shall be limited to the repair or replacement of any part of the Water Gard Control System, which is found to be defective in materials or workmanship under normal use and service during the three-year period commencing with the date of purchase. Water Gard Control Systems in need of repair should be returned, shipping prepaid, to Water Gard, Inc. 12211 Cedar Gap Houston, Texas 77072. Consumers may be required to provide written proof of purchase or date of purchase. The Company shall not be obligated to repair or replace any Water Gard Control System, which are found to be in need of repair because of damage, unreasonable use, improper installation, or modification or alterations occurring after the date of purchase, and neither this warranty nor any other warranty shall apply to such units.

The duration of any implied warranty, including that of merchantability or fitness for any particular purpose, shall be limited to a period of three years commencing with the date of purchase. In no case shall the Company be liable for any consequential or incidental damages for breach of this warranty or any other warranty, expressed or implied whatsoever, even if the loss or damage is caused by the Company’s negligence or fault. In no case shall the Company be liable for any increased utility expenses or for losses or injury to persons or property. The exclusive remedy available for any breach of any warranty, expressed or implied, or any other claim relating to the Water Gard Control System shall be limited to the repair or replacement of any part of the Water Gard Control System, which is found to be defective in materials or workmanship under normal use and service. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. This warranty does not include service or labor charges connected with the analysis, examination, determination, removal or replacement of defective units. All labor charges are the responsibility of the installing contractor for the length of the installer’s guarantee, if any, and thereafter the consumer.