

Adagio

Limited Warranty

1. WHAT THIS WARRANTY COVERS

Defects in materials and workmanship in the following components manufactured by Adagio Collection, L.L.C.:

- Hood, Tray, Plastic Liner, Installation Brackets and Water Distribution Items, Stone, Glass, Mirror, Featherstone, Electric Components, Light Bar, and Wiring: One (1) year parts only limited warranty against any defects in workmanship and/or materials.

Defects in materials and workmanship in Non-ADAGIO components:

- Re-circulating Pump
Adagio does not manufacture the pump(s) included with each water feature.
As a courtesy to our customers, Adagio will replace any defective pump within 30 days of the original ship date. After this initial period, all warranty claims need to be addressed to the pump manufacturer directly. Each pump includes a 12 month warranty direct from the pump manufacturer. The written warranty is included with your pump. Do not discard this written warranty. You will need to provide proof of purchase date when submitting a claim.

To purchase replacement pumps, contact ADAGIO at 1-888-623-2446.

- Remote Control
Adagio does not manufacture the remote control included with some water feature models. As a courtesy to our customers, Adagio will replace any defective remote control within 30 days of the original ship date. After this initial period all warranty claims need to be addressed to the remote control manufacturer directly. Each Remote Control includes a 12 month warranty direct from remote manufacturer. The written warranty is included in the packaging of the remote control

2. WHO IS COVERED

This warranty extends only to the original end user. Original end user is defined as the first owner to install and operate the product.

3. WHAT WE WILL DO TO CORRECT WARRANTY PROBLEMS

We will repair or replace the defective component(s) unless the defect is caused by customer negligence or abuse.

4. HOW TO GET WARRANTY SERVICE

Please Call Us – Do Not Ship. Phone: (801) 255-9484; Fax: (801) 255-0894

Have your original proof of purchase available when you call.

5. REPLACEMENT PARTS

Adagio reserves the right to charge for any warranty part not returned to Adagio as requested.

Replacement parts will be shipped out after receipt and qualification of the original defective part(s) by Adagio.

Expedited Shipment:

If expedited shipment of the replacement part(s) is requested, these part(s) can be purchased and shipped at end user's expense (based on availability). A credit for the part(s) will be issued once Adagio is in receipt of the original defective part(s) and they are deemed to be covered by the manufacturer's limited warranty.

Mistaken Defects:

If a returned part(s) is deemed to have no defects in workmanship and/or materials or the warranty is voided (see section 7 below) it will not be covered by this warranty and the customer will have the following options

- a) Have the original part returned to customer at their expense.

b) Purchase a new replacement part and have it shipped at his/her expense. (In the event that the expedited shipment option was used, no refund will be issued)

6. SHIPPING AND HANDLING CHARGES

This warranty covers shipping to and from Adagio for the first 30 days after receipt by the end user. In order for shipping to be covered under this warranty defects must be reported within the first 30 days of receipt by the end user. **Mistaken Defects: Should the returned part(s) be deemed to have no defects in workmanship and/or materials, the customer agrees to pay for all shipping charges incurred, both to and from Adagio.**

7. WHAT THIS WARRANTY DOES NOT COVER

- Products that are operated in combination with other equipment not furnished or otherwise authorized by Adagio for use with our products.
- Damage occurring during shipment.
- Defects or damage resulting from someone other than Adagio (or its authorized service technicians) testing, adjusting, installing, maintaining, altering, modifying, tampering with, or servicing the products in any way.
- **Any of the following events void the warranty:**
- Defects or damage resulting from:
 - a) use of the product in a manner that is not normal or customary.
 - b) improper operation or misuse
 - c) accident or neglect such as dropping the products
 - d) contact with sand, dirt, extreme heat, spills of food or liquid other than water
 - e) any products or parts not supplied by Adagio with the original product.
- Defects or damage resulting from acts of nature, including, but not limited to: fire, storm, earthquake, hurricane, or flood.
- Defects or damage resulting from acts of war or violence, including but not limited to: atomic blast, bombings, vandalism, drive by shootings and robbery.
- Physical damage to the surface of the products, including scratches, cracks, or other damage to externally exposed parts.
- Damage resulting from failure to maintain an appropriate water level necessary for optimal performance of products.
- Damage or discoloration resulting from failure to clean or maintain the pump, stone, and/or any metal.
- Color changes on the metal due to the natural patina process.

Flat-rate charges may apply to the repair of products not covered by this warranty. To obtain information regarding products needing repairs not covered by this warranty, please call (801) 255-9484. Adagio will provide information on repair availability, rates, payment methods, and where to send the components.

8. OTHER LIMITATIONS

This is Adagio's complete warranty for our products; it states your exclusive remedies.

This warranty is given in lieu of all other expressed or implied warranties.

In no event shall Adagio be liable, whether in contract or tort (including negligence), for damages in excess of the purchase price of the product; for any indirect, incidental, special, or consequential damages of any kind; or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the ability or inability to use the products, to the full extent these damages may be disclaimed by law.

9. STATE LAW AND OTHER JURISDICTION RIGHTS

This warranty shall be governed under the laws of the State of Utah. Some states and other jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or limitation on the length of an implied warranty. If so, the above limitations or exclusions may not apply to you, however; the remainder of this warranty remains in full force and effect