

OASE Limited Warranty

See below for Warranty Procedure. Questions? Contact Customer Care at customercare@oase-livingwater.com or 1-866-627-3435.

Our office hours are Monday through Friday, 8:00AM to 6:00PM ET.

Warranty Provisions and Limitations on Liability

- Transfer: Warranties are transferable to another party for the remainder of the warranty period (subject to OASE's license transfer policies and any assignment restrictions, where applicable).
- Warranty Effective Date: Warranties begin on the date of original purchase by the End User.
- Exclusions: OASE is not obligated to provide any warranty service or Support for any claims resulting from:
 - Improper site preparation, or site or environmental conditions that do not conform to OASE's specifications;
 - Improper or inadequate maintenance or use;
 - Customer or third-party supplied products;
 - Modifications not performed or authorized by OASE;
 - Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond OASE's control.
- Operation: OASE does not warrant that the operation of Products will be uninterrupted or error-free, or that Products will operate in combinations other than as expressly stated by OASE in the Product Specifications or that Products will meet requirements specified by Customer.
- Product Limited Warranty: OASE warrants OASE Branded Products against defects in materials and workmanship under normal use during the warranty period and that they will materially conform to their Specifications for the time specified.

Upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the OASE Branded Product, OASE will, at its option, repair a defect in the OASE Branded Product, or replace such Product with Product of equal or better functional performance. Subject to the terms in Customer's specific Product warranty statement Customer will pay expenses for return of such Product to OASE. OASE will pay expenses for shipment of repaired or replacement Product to Customer. This subsection states OASE's entire liability for Product warranty claims. OASE shall not be held liable for any consequential damage to any other part of the water garden, pond, water feature system, landscape, structure or the contents of any structure where the product is located or used, construction or part of the construction where the product is located or used, including no liability for damage or harm to fish, animals or water plants in, around or surrounding the water garden, pond or water feature system. OASE is not liable for transport damage; any such damage must be claimed against the carrier.

Disclaimer: THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES WITH RESPECT TO THE PRODUCTS, AND THE REMEDIES SET FORTH HEREIN ARE THE EXCLUSIVE REMEDIES IN THE EVENT OF A

BREACH OF SUCH WARRANTIES. OASE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OASE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, FOR ANY BREACH OF SUCH WARRANTIES OR OTHERWISE. IN NO EVENT WILL OASE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL COSTS OR DAMAGES OF ANY KIND OR FOR ANY DOWNTIME COSTS; LOST BUSINESS, REVENUES, OR PROFITS; FAILURE TO REALIZE EXPECTED SAVINGS; WHETHER OR NOT OASE WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH COSTS, EXPENSES, OR DAMAGES. TO THE EXTENT ALLOWED BY LOCAL LAW, THESE LIMITATIONS WILL APPLY REGARDLESS OF THE BASIS OF LIABILITY, INCLUDING NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR ANY OTHER CLAIMS IN CONTRACT, TORT OR OTHERWISE.

OASE Extended Limited Warranty

Extended OASE Warranty on request

Based on the product, we extend our advertised manufacturer warranty one time by 1 year, or alternatively by an additional 2 years of warranty time in specially identified cases, under the same warranty conditions in the special cases advertised by the manufacturer, and only on special request, this is done regularly only on request. We grant the extension warranty only to end customers who have purchased the product from an OASE dealer and who do not commercially resell the product and install it on the premises of third parties in the course of their professional activities. The term of the warranty period starts with the expiration of the first warranty, with the prerequisite that the product was verifiably purchased from an OASE dealer. Therefore in the event of resale the warranty period does not begin at a later point in time, nor does it start over again. The warranty performance extends to free-of-charge repair of the defective part or replacement delivery of a comparable / equivalent value product with exclusion of more extensive claims. In addition, in a warranty case, we shall accept the appropriate costs for sending in the defective product and the return delivery. More extensive claims are excluded. The legal rights of the purchaser are not limited by this warranty.

The guarantor is: OASE North America, Inc.

The extension warranty can be acquired either through online registration with submission of a copy of the original purchase receipt **here**.

In the absence of a deviating agreement, OASE collects your data exclusively for processing of the described warranty, particularly for assurance of your identity and verification of the purchase object and the time of purchase. This data is used solely by OASE and is not disclosed to any third party.

Warranty Procedure

1. Contact Customer Service to see if the issue can be resolved over the phone/via email; you can also contact us for missing parts.

• OASE

- Phone 1 (866) 627-3435
- Email customercare@oase-livingwater.com
- biOrb
 - Phone 1 (888) 755-5646

- Email biorbsupport@oase-livingwater.com
- 2. Customer Service will help you troubleshoot the product to the best of their ability without having the unit in our hands.
 - We recommend having the unit with you when troubleshooting with our team to ensure you are doing what you can to fix the problem; this could eliminate the need to send in the product.
- 3. If the problem cannot be fixed over the phone/email you may be asked to send images of your receipt, serial number, and UL sticker to receive a replacement part.
 - If product needs to be sent in for testing:
 - Customer Service will send you a prepaid return label, instructions and an approval form. The approval form needs to be included in the returned package so we can process the claim when we receive your product.
 - Once we receive the unit it will be tested at our facilities to figure out what is wrong this could take up to 5 business days to complete.
 - If your unit cannot be fixed and you are still under warranty* you will be sent a replacement (your warranty period does not restart).
 - If your unit needs a part Customer Service will replace the part and send your unit back.
 - If your unit is in working condition it will be returned and you will be charged for shipping as well as a maintenance fee.
 - We recommend to have the pump with you when trouble shooting with our team to ensure you are doing what you can to fix the problem before sending the product in.
 - We also recommend cleaning your unit often, dirt and algae can cause issues and will prevent it from working properly.
 - If part is deemed defective/damaged over the phone our team will send out the replacement part or unit at no charge

*If you are not under warranty and are having trouble with your unit you can still call us for troubleshooting advice; replacement parts are available for purchase. Please note, if you do not have a proof of purchase you will not be considered for warranty.

© OASE North America