



## **HAP SYSTEM LIMITED WARRANTY**

HAP System, LLC (“HAP System”) warrants that goods it sells will be free from defects in material and workmanship for one year following the date of sale with proof of purchase. This limited warranty shall apply only under normal and intended usage and where supplied installation instructions, local ordinances and good plumbing or other trade practices are followed. If any of the goods are found by HAP System to be defective, such goods will be replaced at HAP System's cost. Buyer's sole and exclusive remedy against HAP System shall be replacement of defective goods as provided herein.

This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced goods. HAP System's warranty does not apply to any goods which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to unauthorized parts or attachments), or adjustment or repair performed by anyone other than HAP System or one of HAP System's authorized agents.

**LIMITATION OF LIABILITY.** HAP SYSTEM'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY) FOR ITS GOODS SHALL BE LIMITED TO REPLACING PARTS FOUND BY HAP SYSTEM TO BE DEFECTIVE, OR AT HAP SYSTEM'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS OR PARTS THEREOF. AT HAP SYSTEM'S REQUEST, BUYER WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO A LOCATION OF HAP SYSTEM'S CHOOSING. ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED UNDER LAW. IN JURISDICTIONS WHICH PROHIBIT THE DISCLAIMER OF IMPLIED WARRANTIES, ANY IMPLIED WARRANTIES SHALL BE LIMITED IN TIME TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

**DISCLAIMER OF CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL HAP SYSTEM BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION TO BREACH OF ANY OBLIGATION IMPOSED ON HAP SYSTEM HEREUNDER OR IN CONNECTION HEREWITH. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION LOSS OF USE, INCOME OR PROFIT OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS, OR DAMAGES OR LOSSES SUSTAINED AS THE RESULT OF WORK STOPPAGE). BUYER SHALL INDEMNIFY AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY HAP SYSTEM ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

Should any portion of this limited warranty be deemed invalid in any country, state or municipality, such invalidity shall apply only within the applicable jurisdiction and shall not invalidate this limited warranty in any other jurisdiction. If any portion of this limited warranty is deemed invalid or unenforceable then that portion shall be modified to the minimum extent necessary to render it valid under applicable law and the remainder of the limited warranty shall remain intact and enforceable.

If you have a claim, do not return the product to the retailer or other seller where you purchased the product. Claims under this limited warranty must be submitted by emailing a copy of the purchase receipt and description of the claim to [product@hapsystem.com](mailto:product@hapsystem.com) or to HAP System, LLC; Attn: Warranty; 480 West Lake Street, Unit 1; Roselle, Illinois 60172. HAP System may require that you submit photographs of the claimed product failure or return the claimed defective product at HAP System's expense, or that you destroy or properly dispose of the claimed defective produce. This limited warranty is subject to change as posted from time to time at [www.hapsystem.com](http://www.hapsystem.com).