

# LIMITED PRODUCT WARRANTY

## Scope

APEC takes pride in selling a superb line of products. As such, APEC expressly warrants to the original purchaser that, for a period of one (1) year from the date of purchase, the Product will be reasonably free of defects in materials and workmanship. Within that one (1) year period from the original purchase, APEC will, at its option, repair or replace the Product without charge, or refund the cost of the Product, if the Product fails or does not perform as warranted solely due to a manufacturing defect within the warranty period, subject to the limitations and exclusions set forth in this Limited Product Warranty. This Limited Product Warranty only applies when the Product is used, stored, handled, fabricated and/or installed in the manner recommended by APEC in the Installation Instruction & Owner's Manual ("Manual").

## Repair or Replacement

Repair or replacement during this one (1) year warranty shall include reasonable labor charges necessary to repair or replace the defective Product, but shall not include freight charges or any other local labor charges from third parties other than APEC, unless APEC expressly approves such charges in writing. During the entire one (1) year warranty, APEC's obligation to repair or replace shall further be limited to repair or replacement with the styles, models, products, colors, etc. of the Product that are available at the time of the repair or replacement, and shall be limited to the repair or replacement of only the specific Product that fails due to a manufacturing defect. Any repaired or replaced product shall also remain subject to the original one (1) year warranty from the date of the original purchase, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.

## Conditions of Validity of this Limited Product Warranty

Even though the Product has extremely high endurance for operating conditions such as pH, maximum TDS, temperature, and optimum water pressure, THIS LIMITED PRODUCT WARRANTY SHALL ONLY BE VALID IF:

1. The replaceable filters and membrane are changed and maintained on a regular basis as directed in the Manual. Moreover, depending on local water input water quality, regular maintenance may need to be increased.
2. The Product is operated within the confines of the following standard operating conditions:

	Water Pressure	pH Range	Max. TDS	Water Temperature
Standard System	40- 85 psi	2-11	2000 ppm	40-100 F

Any information or suggestion by APEC with respect to the Product concerning applications, specifications or compliance with codes and standards is provided solely for your convenient reference and is made without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.

## Non-Covered Defects

THIS LIMITED PRODUCT WARRANTY DOES NOT COVER DEFECTS CAUSED BY:

1. Improper storage, installation, maintenance, handling, use and/or alterations of the Product, including, but not limited to, non-compliance with the installation, maintenance and standard operation conditions stated in the Manual and this Limited Product Warranty.
2. Unreasonable use, unintended use, or misuse of the Product for something other than its intended purpose as a reverse osmosis system.
3. Use of replacement parts, filters, membranes or other accessories that are not sold or manufactured by APEC for use with this particular Product.
4. Damage not resulting from manufacturing defects that occur while the Product is in the original purchaser's possession.
5. Installation of the Product with known or visible manufacturing defects at the time of installation.
6. Damage caused by freezing, flood, fire or Act of God.

## **CONDITIONS THAT RENDER THIS LIMITED PRODUCT WARRANTY VOID**

THIS LIMITED PRODUCT WARRANTY SHALL BE VOID IF:

1. The Product is not operated in compliance with normal municipal water conditions for which the particular model of this Product is intended.
2. The person seeking to invoke the warranty is not the original purchaser. That is, this Limited Product Warranty only extends to original purchasers.
3. The product is purchased used. That is, this Limited Product Warranty only covers new products.
4. The Product is purchased from someone other than APEC or one of APEC's authorized dealers. This is because, unless the Product was sold by APEC or one of its authorized dealers, APEC cannot verify or guarantee the integrity or authenticity of the Product.

### **General Conditions**

The warranties set forth herein are the only warranties made by APEC in connection with the product. APEC cannot and does not make any implied or express warranties with respect to the product, and disclaims all other warranties, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Products sold by APEC are sold only to the specifications specifically set forth by APEC in writing. Other than the limited product warranty set forth herein, APEC makes no other warranties, express or implied. APEC's sole obligation under this warranty shall be repair or replacement of a non-conforming product or parts of the product, or at the option of APEC, return of the product and a refund of the purchase price. Buyer assumes all risk whatsoever as to the result of the use of the product purchased, whether used singularly or in combination with any other products or substances.

No claim by the buyer/owner of any kind, including claims for indemnification, shall be greater in amount than the purchase price of the products in respect to which damages are claimed. In no event shall APEC be liable to buyer/owner in tort, contract or otherwise, for any special, indirect, incidental, consequential, reliance, statutory, special, punitive or exemplary damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, damage to good will or reputation, or loss of data, even if advised of the possibility of such damages or such damages could have been reasonably foreseen, in connection with, arising out of, or as a result of, the sale, delivery, servicing, use or loss of use of the products sold hereunder, or for any liability of buyer to any third party with respect thereto.

### **Obtaining Warranty Coverage or General Inquiries**

If coverage is available, you may obtain coverage under this Limited Product Warranty by providing APEC with proof of original purchase, and that you are the original purchaser. For service under this Limited Product Warranty, you must notify APEC by phone at 1-800-880-4808, by email at [techsupport@freedrinkingwater.com](mailto:techsupport@freedrinkingwater.com), or in writing at 1320 S. Johnson Dr., City of Industry, CA 91745. In making the claim, please provide your name, address, phone number, a description of the product involved, and an explanation of the defect.