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AquaSept™/AquaFit™ Limited Warranty Policy

Scope of Warranty

Genesis Dental Technologies, LLC, manufacturer of AquaSept/AquaFit (“Genesis”) warrants to the original retail purchaser that the AquaSept/AquaFit branded products will be free from defects in material and workmanship under normal use and service for a period of one year from the date of invoice. Warranty includes parts and labor. Shipping costs are excluded. This limited warranty shall only apply to defects that are reported to Genesis within the warranty period and which, after examination by Genesis, prove to be defective. If Genesis finds the product to be defective during the applicable warranty period, Genesis shall correct any such defect by either, at Genesis’ sole option, repairing or replacing any defective or non-conforming product, or defective or damaged part, as applicable. This warranty is not transferable or assignable.

Discontinued parts and accessories, and parts not supplied by AquaSept are excluded from this limited warranty. Genesis shall not be responsible for dismantling or re-installation of any AquaSept/AquaFit part. Any defects in a repaired or replaced part shall be covered to the extent of the unexpired term of the original warranty period. Warranty does not cover consumable parts, or normal wear, or any goods that have been supplied by any company other than Genesis. Please refer to the AquaSept website for updated warranty and product specifications (www.aquasept.com).

Exclusions-Limitation of Liability

Genesis shall be liable under this limited warranty only for defects that appear under normal conditions of operation and proper use. Genesis shall not take any responsibility whatsoever for the product if stored or moved carelessly; tampered with, altered or misused. This limited warranty is void and Genesis disclaims all liability in the event that customer fails to seek and obtain repair or replacement in a timely manner, or if the product or part is excessively used. In addition, if the Product has been installed, serviced or repaired by anyone other than an authorized service provider or Genesis, any defects caused or contributed to the Product by these unauthorized parties will void this warranty.

This limited warranty does not cover, and Genesis shall not be liable for, accessories or parts not manufactured by Genesis. Genesis shall not be liable for products that are not properly cleaned and maintained as required or recommended by Genesis in the AquaSept/AquaFit installation and/or operation manual. This limited warranty shall not apply to customer use outside of the Manufacturer's recommended use. Genesis shall not be liable for damages of any kind, under any legal theory arising out of or in connection with any non-intended use of the AquaSept/AquaFit products. Any off-label use shall be the sole responsibility of the customer, who will be held singularly liable for damage, injury or other loss.

EXCLUSIVE REMEDY; DISCLAIMER

GENESIS' ONLY OBLIGATION UNDER THIS LIMITED WARRANTY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. GENESIS SHALL NOT BE LIABLE FOR AND HEREBY DISCLAIMS ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DELAYS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OF USE, DOWNTIME, COVER AND EMPLOYEE OR INDEPENDENT CONTRACTOR WAGES, PAYMENTS AND BENEFITS. THIS LIMITED WARRANTY IS GENESIS' ONLY WARRANTY FOR THE AQUASEPT/AQUAFIT PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. GENESIS MAKES NO IMPLIED WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No agent, distributor, dealer or other party is authorized to make any warranty on behalf of Genesis related to AquaSept/AquaFit products or to assume any other liability with respect to its products.

STATUTE OF LIMITATIONS; CAP ON DAMAGES

No action may be brought against Genesis for breach of this limited warranty for the AquaSept/AquaFit products or for any claim arising out of or relating to the products, more than ninety (90) days following expiration of the limited warranty period. Genesis' total liability to the purchaser shall not exceed the original product price paid by the purchaser to Genesis.