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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 sold to the original purchaser 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 (a) repairing, adjusting, or replacing any defective or non-conforming product, or defective or damaged part or parts of the product or (b) by making available at the place of installation any necessary repaired or replacement parts, at Genesis’ option. This warranty is not transferable or assignable and only extends to the first retail purchaser.

Accessories and parts not supplied by AquaSept™ are excluded from this limited warranty, including but not limited to sterile pour bottles sourced from other suppliers. Sterile Pour Bottle Adaptors previously supplied are excluded from this warranty. Genesis is not obliged to carry out 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 parts, or any goods that have been supplied by any company other than Genesis.

### **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; customer failed to seek and obtain repair or replacement in a timely manner; or 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 and specifically this warranty shall not apply if the customer exceeds the recommended maximum use of up to 40 PSI. The limited warranty does not cover defects due to accidents or causes arising after title has passed to the Buyer.

### **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.