

# LIMITED WARRANTY ON TIPATECH

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT WWW.TIPATECH.COM AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, OR REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

# WHO MAY USE THIS WARRANTY?

Keler Group LLC (Trade mark TipaTech) ("we" or "us") extends this limited warranty only to the owner of the house where the TipaTech NOsmosis LotusDY is initially installed (hereinafter "Owner").

The warranty is restricted to the water filter used in a single household (or small business) in the United States of America and is void if moved from the original installation location.



### WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the TipaTech NOsmosis LotusDY (the "product") for the Warranty Period as defined below when purchased directly from an authorized TipaTech distributor or dealer.

The NOsmosis LotusDY is warranted only when it is installed, operated and maintained (use original spare parts) in accordance with the instructions accompanying the water filter found on www.tipatech.com. A water filter should be installed in such a manner that, if the tank or any connection thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed.

#### WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for one (1) year (the "Warranty Period"). No warranty coverage will be provided if the claimant is unable to provide proof of purchase. The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

# WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the Warranty Period, we will, in our sole discretion, either repair or replace such product (or the defective part) free of charge if our authorized distributor determines, in its reasonable discretion, that the product is defective.

If industry standards, product improvements or product obsolescence prohibit Manufacturer from furnishing an identical model replacement water filter under this warranty, the Owner will be furnished with a new water filter of comparable remaining capacity and functionality; however, the Owner will be charged for the additional value of the item(s) which Manufacturer has incorporated in the replacement water filter.

Return of Defective Water Filter and Component Parts – Manufacturer reserves the right to examine the alleged defect in the water filter or component part(s), and it will be the Owner's obligation to return the water filter and/or component part(s) to the Manufacturer at the Manufacturers request.

When returning a water filter, it must include all component parts.



### WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear which does not materially impair the operation of the product; (h) water losses or leaks from the product or the damage that this may cause; or (i) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

The Limited Warranty stated herein is in lieu of any and all warranties, express or implied (whether written or oral), including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Manufacturer shall not be liable for any incidental, consequential, special, or contingent damages or expenses, arising, directly or indirectly, from any defect in the water filter or the use of the water filter.

Manufacturer shall not be liable for any water damage arising, directly or indirectly, from any defect in the water filter or component part(s) or from its use.

Manufacturer shall not be liable for any damage or product failures caused by any of the following:

- \*The NOsmosis LotusDY must to be used on potable municipal water supplies only. Do not use on hot water lines or with water that is microbiologically unsafe or of unknown origin, without adequate disinfection.
- \*The NOsmosis LotusDY is not operated within the factory calibrated temperature limits.
- \*The NOsmosis LotusDY is removed from its original installation location.
- \*The NOsmosis LotusDY is installed in direct sunlight or exposed to freezing temperatures.



\*Clogging due to purchaser's failure to replace the filter.

\*Damage caused by over-pressurization in the water line.

\*This warranty does not cover damage caused by the use of parts that are not genuine TipaTech parts. This includes, but is not limited to replacement filters, faucets, and/or diverter valves.

Except when specifically prohibited by the applicable state law, the Owner, and not the Manufacturer, shall be liable for and shall pay for all charges for labor or other expenses incurred in the removal, repair or replacement of the water filter or any component part(s) claimed to be defective or any expense incurred to remedy any defect in the product. Such charges may include, but are not necessarily limited to:

- a. All freight, shipping, handling and delivery costs of forwarding a new water filter or replacement part(s) to the owner.
- b. All costs necessary or incidental in removing the defective water filter or component part(s) and installing a new water filter or component part(s).
- c. Any material required to complete, and/or permits required for, installation of a new water filter or replacement part(s), and
- d. All costs necessary or incidental in returning the water filter or component part(s) to a location designated by the manufacturer.

# HOW TO ACTIVATE THE WARRANTY?

To obtain this Extended Limited Warranty for equipment purchased outside of California, Quebec, or where registration requirements to effectuate warranties are prohibited by law, the equipment must be properly registered within forty-five (45) days from the date of purchase, by scanning the warranty QR code within the box/filter or find the warranty form at <a href="https://www.TipaTech.com">www.TipaTech.com</a>



# HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, contact the distributor who delivered your product during the Warranty Period. The distributor's contact information shall be available with documents in which you purchased or received the product. Then, the distributor shall schedule a service call. If product is defective based on distributor's review and reasonable discretion, then the distributor shall obtain a Defective Merchandise Authorization ("DMA") number. No warranty service will be provided without a DMA. The distributor shall provide us with this DMA, and we shall repair or replace the product accordingly.

To obtain warranty service, you must provide a dated receipt for the product and proof of proper installation. The warranties do not cover products that are not installed and maintained as outlined in the product's User's Manual.

# LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.