

# Claryum<sup>®</sup> 2, 3, and 3+-Stage 1-Year Limited Warranty

#### WHO IS COVERED

AQUASANA AND ITS SUPPLIERS, (herein collectively referred to as "Manufacturer") warrants to the original owner who purchased and installed the system (hereinafter "Owner"). Registration of the product is not required to receive warranty coverage as specified in this document. If you purchased from an Aquasana-authorized reseller or dealer, proof of purchase is required.

#### WHAT IS COVERED

This Warranty covers defects in materials or workmanship during the limited Warranty period of your of your Aquasana Water Filtration System including sub-components purchased with original system (may or may not include faucet and fittings), except as provided below. The water filter is warranted only when it is installed, operated and maintained in accordance with the instructions accompanying the water filter found on Aquasana. com. A water filter should be installed in such a manner that, if the system or any connection thereto should leak, the resulting flow of water will not cause damage to the area in which it is installed. For detailed instructions read the manual accompanying the water filter and review drawings in the manual.

#### FOR HOW LONG

This Warranty runs for 12 months (365 days) from the date of purchase by a consumer (hereinafter "Warranty Period"). No Warranty coverage will be provided if the claimant is unable to provide proof of purchase from an authorized Aquasana reseller. Estimated lifespan of products is for information only and is based on usage approximations. Water conditions and use rates may limit the functional lifespan of your filter. This Limited Warranty does not extend to the full estimated life span of the system.

## WHAT AQUASANA WILL DO

- 1. If necessary, the Manufacturer will provide a replacement that fulfills the remaining estimated lifespan/capacity of your original purchase and send it to you with installation instructions. 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. The Warranty period for any replacement will run for the balance of the original 365 days.
- Component Part If any component part proves to Manufacturer's satisfaction to be defective in material or workmanship within the Warranty period listed on the data plate label, the Manufacturer will furnish the Owner with a replacement for the defective part(s).
- 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.
  - a. When returning a water filter, it must include all component parts.
  - b. When returning component part(s), they must be individually tagged and identified with the water filter's model number, date of purchase, and date of installation.

## WHAT IS NOT COVERED

- This Warranty does not cover filter cartridges and any systems that were not installed in compliance with the instructions or that have been abused or operated incorrectly.
- 2. This Warranty applies only to products purchased from Aquasana or an Aquasana-authorized reseller or dealer.
- Except when specifically prohibited by the applicable state law, 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.
- 4. Except when specifically prohibited by the applicable state

- law, the 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 of 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.
- 6. Manufacturer shall not be liable for any damage or product failures caused by any of the following:
  - The water filter or any of its component parts have been subject to misuse, alteration, neglect or accident.
  - The water filter has not been installed in accordance with the applicable local plumbing and/or building code(s) and/or regulations or in their absence.
  - The water filter is not installed, operated and maintained in accordance with the printed Manufacturer's instructions, including if the water filter has any additional aftermarket equipment introduced into the sealed system not approved by the manufacturer.
  - · The water filter is exposed to highly corrosive conditions.
  - The water filter is not continuously supplied with potable water.
  - The water filter is not operated within the factory calibrated temperature limits.
  - The water filter is installed in direct sunlight or exposed to freezing temperatures.
  - The water filter or any of its component parts fail due to sediment build-up.
  - Clogging due to purchaser's failure to replace the filter cartridges.
  - · Damage caused by fire, flood or acts of God.
- Damage caused by over-pressurization in the water line.
- 7. Manufacturer shall not be liable for any claims related to excessive noise, smell, or taste of water.
- This Warranty does not cover damage caused by the use of parts that are not genuine Aquasana parts. This includes, but is not limited to replacement filters, faucets, and/or diverter valves.
  - 9. 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 defective water filter or component part(s) to a location designated by the Manufacturer.
  - This warranty provides specific legal rights and limitations, but you may have other rights under applicable state law.

## **HOW TO GET SERVICE**

To receive service under this Warranty, you must contact Aquasana (A. O. Smith Water Treatment (North America), Inc.) at 1-866-662-6885 or support@aquasana.com within the Warranty Period to describe the problem to a customer service representative who will verify that the product is under Warranty and determine whether a part or the system will be replaced and whether you must send back the unit. You will be required to provide both proof of purchase and proper installation.

## **HOW STATE LAW APPLIES**

This Warranty gives you specific rights and you may have other rights which vary from state to state.