



## **Limited Warranty Statement**

Thank you for purchasing an Ex-Cell Kaiser product. All Ex-Cell Kaiser products come with a one-year limited warranty against defects in materials and workmanship, under normal use, from the original date of shipment.

### **1. Limited Warranty Condition**

The limited warranty is provided to the original owner only and is not transferable. Proof of purchase will be required for any limited warranty on Ex-Cell Kaiser products. Ex-Cell's warranty covers only those defects which arise as a result of normal use of the product, and do not apply to any product: (i) which has been repaired or altered unless done or approved by Ex-Cell, (ii) which has not been maintained in accordance with any operating or handling instructions provided by Ex-Cell, (iii) which has been altered or damaged by accident; (iv) which has been subjected to unusual physical or electrical stress, misuse, abuse, power shortage, or negligence or (v) which has been used other than in accordance with the product operating and handling instructions. This limited warranty also does not cover the normal wear and tear associated with everyday use; such as product or material color fading from exposure to the elements or the natural deterioration of product components, such as steel, that occurs over a period of time. If the product is used in or near chlorine applications, salt water environment or other harsh environments (i.e. near a pool, a beach or coastal environment, etc.) the buyer is responsible for disclosing this information during the order process. Failure to inform Ex-Cell Kaiser of this environment can and will void the warranty.

### **2. Limited Warranty Coverage**

Within the one year period of time specified above, if Ex-Cell Kaiser receives notice of defect in any Ex-Cell Kaiser product which is covered by Ex-Cell's warranty, Ex-Cell shall either repair the defective product or replace with a new or refurbished unit, at Ex-Cell's option. Ex-Cell shall have no obligation to repair or replace until the customer returns the defective product to Ex-Cell according to the Warranty Procedure in below.

### **3. Warranty Procedure**

For the duration of the warranty period, Ex-Cell Kaiser will replace or repair defective products. If a product is suspected of being defective, the owner should contact Ex-Cell's Customer Support department. All claims made under the terms of this warranty must be received in writing along with a copy of the original invoice. A representative will authorize the exchange or repair of the defective item. Products must be shipped in the original or comparable packaging with shipping and insurance charges prepaid in U.S. currency. Return shipping charges will only be refunded if the product is found to be defective after inspection.

### **4. Limitation of Warranty**

Neither Ex-Cell Kaiser nor its third party suppliers make any other warranty or condition of any kind whether expressed or implied, with respect to the Ex-Cell products, and specifically disclaim the implied warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.

### **5. Limitation of Liability**

Except for the limited obligations specifically set forth in this warranty statement, in no event shall Ex-Cell Kaiser or its third party suppliers be liable for direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory and whether advised of the possibilities of such damages.

This warranty is effective January 1, 2023 and supersedes any previous warranty.