







## LIMITED WARRANTY

Pond Ventilator, manufactured by Half Off Ponds (Half Off Ponds), are warranted to the original user only to be free of defects in material and workmanship for a period of 24 months from the date of purchase, but not more than 30 months from the date of manufacture. Half Off Ponds liability under this warranty shall be limited to repairing or replacing, at Half Off Ponds' discretion, without charge, F.O.B. Half Off Ponds will not be liable for any cost of removal, installation, transportation, or any other charges which may arise in connection with a warranty claim.

Products which are sold but not manufactured by Half Off Ponds are subject to the warranty provided by the manufacturer of said product(s) and not by Half Off Ponds' warranty. Half Off Ponds will not be liable for damage or wear to products caused by abnormal operating conditions, accident, abuse, misuse, unauthorized alteration or repair, or if the product was not installed in accordance with Half Off Ponds' printed installation and operating instructions.

To obtain service under this warranty, the defective product must be returned to the distributor or dealer of Half Off Ponds' products from which it was purchased together with proof of purchase and installation date, failure date, and supporting installation data. Unless otherwise provided, the distributor or dealer will contact Half Off Ponds or an authorized service station for instructions. Any defective product to be returned to Half Off Ponds or a service station must be sent freight prepaid: documentation supporting the warranty claim and/or a Return Merchandise Authorization (RMA) must be included if so instructed. In the absence of suitable proof of purchase date, the effective date of this warranty will be based upon the date of manufacture.

Any replacement product may be either new or like-new, provided that it has functionality at least equal to that of the product being replaced. No requests for service under this warranty will be accepted if received more than 30 days after the term of the warranty. Correction of defects, in the manner and for the duration of the warranty described in this warranty, shall constitute complete fulfillment of all liabilities and responsibilities of Half Off Ponds to the user with respect to the product, and shall constitute full satisfaction of all claims, whether based on contract, negligence, and strict liability or otherwise. Except for the obligations specifically set forth in this warranty, in no event shall Half Off Ponds 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 possibility of such damages.

Half Off Ponds reserves the right to change or improve its products or any portions thereof without being obligated to provide such a change or improvement for units sold and/or shipped prior to such a change or improvement.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THOSE WARRANTIES DESCRIBED OR REFERRED TO ABOVE EXCEPT AS EXPRESSLY HEREIN PROVIDED THE GOODS ARE SOLD "AS IS", THE ENTIRE RISK AS TO QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND PERFORMANCE OF THE GOODS IS WITH THE BUYER, AND SHOULD THE GOODS PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE BUYER AND NOT THE MANUFACTURER, DISTRIBUTOR, OR RETAILER ASSUMES THE ENTIRE RISK OF ALL NECESSARY SERVICING AND REPAIR.

Some jurisdictions do not allow the exclusions or limitation of incidental or consequential damages and some jurisdictions do not allow limitations on how long implied warranties may last or require you to pay certain expenses as set forth above. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdictions to jurisdiction.



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[www.halfoffponds.com](http://www.halfoffponds.com)

