

AQV Aqua Harvest Atmospheric Water Generation Systems Warranty

Limited Warranty

AQV Aqua Harvest, Inc. ("AQV") warrants to the original purchaser ("Customer") that its Aqua Harvest Atmospheric Water Generation (AWG) systems ("Product") will be free from defects in materials and workmanship under normal use and maintenance for a period of **two (2) years or 17,520 operating hours**, whichever occurs first, from the date of installation ("Warranty Period"). During the Warranty Period, AQV will, repair or replace any defective parts of the Product, provided that the Product has been used in accordance with the operating instructions and has been properly maintained.

Exclusions

This warranty does not cover and AQV shall not be responsible for:

- i. **Misuse or Abuse**: Damage or malfunctions resulting from improper use, abuse, or neglect, including but not limited to failure to operate the Product in accordance with the user manual.
- ii. **Unauthorized Modifications**: Any modifications, alterations, or repairs made to the Product by persons not authorized by AQV or without using factory-authorized parts.
- iii. **Consumables**: Replacement of consumable parts, including but not limited to filters, as these are expected to be replaced as part of regular maintenance.
- iv. **Failure to Maintain**: Issues arising from failure to properly maintain the Product according to the maintenance schedule provided in the user manual, including the use of non-authorized parts or components.
- v. **Force Majeure**: Any damage or loss caused by events beyond AQV's control, including but not limited to natural disasters, storms, earthquakes, floods, and acts of God.
- vi. Acts of War and Civil Disturbance: Damage caused by war, terrorism, civil disturbance, or similar events.
- vii. **Storm Damage**: Damage caused by storms, including but not limited to lightning, hurricanes, or any severe weather conditions.
- viii. **Commercial or Industrial Use**: If the Product is used for purposes other than those for which it was designed, or if it is used in a manner inconsistent with the Product's specifications or user manual.

Warranty Extension

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Customers may extend the Warranty Period for up to five (5) years under the following terms:

- 1. **One-Year Extension**: The Warranty Period may be extended for one (1) additional year for an additional cost of 4% of the original purchase price of the Product. This will extend the warranty coverage to a total of three (3) years or 26,280 operating hours.
- 2. **Three-Year Extension**: The Warranty Period may be extended for three (3) additional years for an additional cost of 10% of the original purchase price of the Product. This will extend the warranty coverage to a total of four (4) years or 35,040 operating hours.
- 3. Five-Year Extension: The Warranty Period may be extended for five (5) additional years for an additional cost of 14% of the original purchase price of the Product. This will extend the warranty coverage to a total of five (5) years or 43,800 operating hours.

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To purchase a warranty extension, the Customer must contact AQV within the first 90 days of the Warranty Period. Extensions can still be purchased after the 90-day window, but must be done before the original warranty expires. However, the cost for the extended warranty may vary and will be quoted based on the rates at the time of the request.

Claim Procedure

To make a warranty claim, the Customer must notify AQV's customer service department within the Warranty Period. The Customer may be required to provide proof of purchase, the Product's serial number, and evidence of proper maintenance. AQV reserves the right to inspect the Product to determine the cause of the defect before processing the claim.

Limitation of Liability

This warranty is the sole and exclusive remedy provided by AQV. To the maximum extent permitted by applicable law, AQV disclaims all other warranties, whether express, implied, statutory, or otherwise, including but not limited to any warranties of merchantability or fitness for a particular purpose. AQV shall not be liable for any indirect, incidental, special, or consequential damages arising from the use of the Product or any breach of this warranty.

Governing Law

This warranty shall be governed by and construed in accordance with the laws of the state or country where the Product was purchased.

Contact Information

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For warranty service or inquiries, please contact:

AQV Aqua Harvest, Inc. Customer Service Department Warranty Claims P.O.Box 563 Mystic, Connecticut USA 06355 1-860-980-1441 act.engineering@h2oharvesting.com www.h2oharvesting.com

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