



Bluworld HÖMelements, LLC Warranty Effective April 5, 2012

Warranty- Bluworld products are warranted against defects that render them unfit for its reasonably intended use. This Warranty is not extended to cover use of the product for a purpose other than as intended, and if the product is used unreasonably, or for purposes other than as intended, or if it is altered, modified or repaired by a party other than Bluworld, then the Warranty shall be null and void. The Fountain Warranty is in effect for a period of six months beginning from the date of sale to the original retail purchaser and the rights under this Warranty are limited to the original retail purchaser. Bluworld's Nu-Flame bio-fireplaces are warranted against defects that render it unfit for its reasonably intended use. The Nu-Flame Fireplace Warranty is in effect for a period of twelve months beginning from the date of sale to the original retail purchaser and the rights under this Warranty are limited to the original retail purchaser. Bluworld will, upon written notification thereof, take commercially reasonable steps to correct such defects (see "manufacturers defects below"), at Bluworld's sole option, by suitable repair, replacement, or refund. **THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT FOR THE WARRANTY OF TITLE AGAINST PATENT INFRINGEMENT.** Corrections of nonconformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of Bluworld to any Dealer with respect to the goods, whether based on contract, negligence, and strict tort or otherwise. Bluworld contract sales personnel, including but not limited to authorized Dealers and Resellers (collectively, "Sales Personnel"), are not authorized to make warranties about Bluworld merchandise. **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES.** Oral statements made by Bluworld employees or other Sales Personnel shall not be relied upon by a Dealer and shall not become part of any contract for sale. The entire sales contract between a Dealer and Bluworld will be set forth in the invoice and/or accompanying or reference documents provided by Bluworld to the Dealer or Sales Personnel. No other warranties are given beyond those set forth in those documents. Please be aware that you may have valuable rights under the state law in which you reside. Some of the provisions of this Warranty may be prohibited by your state law in which case your state law will govern and control. 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. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Our fountain products are warranted for a period of six months against defects in finish, pumps and other product performance issues. Light bulbs are not warranted. Our experience has shown that in practically 100% of incidents that any defect is apparent within a week of installation and use. Appearance defects should be noticed upon unpacking the fountain. We have found that finishes have 'failed' due to poor maintenance, local water conditions with minerals affecting the finish, attempts to clean with harsh chemicals or abrasive pads being used. Performance of water flow, spitting, and other 'leaks', are usually caused by debris getting into the fountain, buildup of minerals, algae from poor water or lack of maintenance. Pumps can also fail due to water levels not being maintained in the reservoir and this is not covered by the warranty. Bluworld will not be responsible for the installation, labor or any other costs or expenses related to the reinstallation of a warranted part and such expenses are not covered by this warranty.

Manufacturers Defect Defined - A distinct and obvious flaw in the manufacturing of the product that inhibits the product's ability to function properly or a distinct and obvious flaw in the workmanship of the product that affects its physical appearance. Bluworld water features are manufactured under generally accepted manufacturing techniques as recognized by the International Organization of Standardization. Our products are hand made and hand finished thus minor scratches in materials within accepted ranges are not considered defects. Pumps and lights not working are not manufacture defects and will be replaced if they fail within the 6 month warranty period.

Slate- Many of our products contain natural slate. Slate can vary to a large degree and that individuality is what is considered to be unique and inherent to the beauty of the natural product as no two are exactly alike. Photos in our marketing materials are representative of our slate products but should not be relied on to duplicate the photo. We use natural mined slate in our products. Personal taste in the appearance of slate is not considered a reason for a return.

Mirrors - We use tempered mirror in our water features for safety reasons and the process of tempering the mirror may cause the mirrors not to reflect images in the same manner of a non-tempered mirror which is designed to reflect images in their true form. When water is flowing over our tempered mirror surfaces, these slight differences are not noticeable and this is not considered a reason for a return.

Copper- Since we have numerous products manufactured with natural pure copper it is important to note that we do protect the copper with a clear heat-baked on powder coat material. This material should last for a minimum of one year but water conditions may affect the length of protection it will afford to the copper. Copper oxidizes differently than other metals and personal tastes differ as to an individual's perception of it. It may oxidize as a green oxidation or rose colored blush. You can minimize this by wiping down the oxidation and then applying wax or Pledge™ to that area. This condition is not a reason for a return or warranty claim.

Refused Orders and Cancellation Policy — Cancellations must be submitted 48 hours prior to order shipping. If Bluworld ships an order within the conditions of the order and the order is refused or cancelled after shipping you will be subject to a 20% restocking fee. You will also be charged for all costs incurred with outbound and return freight (including any redirection fees charged by the carrier). The product must be returned in its original unopened carton and in resalable condition (including the condition of the box). If the order was paid by credit card an additional charge of 3% will apply.