

## **ARCTIC COVE® 1 YEAR LIMITED WARRANTY FOR MISTING FANS**

This warranty is limited to Arctic Cove® misting fans including the following product model numbers: MBF018, and MODF001. If you have an Arctic Cove misting fan and do not see your product model number listed here, please call 1-877-297-8911 for more information. Warranties for other Arctic Cove products may vary. This product is manufactured by One World Technologies, Inc.

### **90-DAY SATISFACTION GUARANTEE POLICY**

During the first 90 days after the date of purchase, if you are dissatisfied with the performance of this Arctic Cove product for any reason and you bought the product from an authorized retailer, you may return the item to the authorized retailer from which it was purchased for a full refund or exchange. Authorized retailers can be found by calling Arctic Cove at 1-877-297-8911. To receive a full refund or exchange, you must present proof of purchase from an authorized retailer and return all original items and equipment packaged with the original product. In the event of an exchange by the retailer under the 90-day satisfaction guarantee policy, the one year limited warranty time frame does not re-start from the date of replacement. The replacement product is only covered by the limited warranty for the remaining time frame from the original date of purchase. Should a replacement product require further service or replacement, proof of original purchase from an authorized retailer and proof of replacement from an authorized retailer must be presented for validation.

### **WHAT IS COVERED UNDER THE 1 YEAR LIMITED WARRANTY**

Arctic Cove offers a 1-year limited warranty to the original purchaser of misting fans for one year from the date of purchase against defects in material, manufacturing, and workmanship. This limited warranty is non-transferable. Warranties for other Arctic Cove products may vary.

### **WHAT IS NOT COVERED**

This 1 year limited warranty applies only to the original purchaser from an authorized retailer and may not be transferred to another party. This warranty only covers defects in material, manufacturing, and workmanship. It does not cover any malfunction, failure, or defect resulting from misuse, abuse, neglect, alteration, modification, and excessive exposure to the elements, normal wear and tear, or repair by other than an authorized party of One World Technologies (OWT), Inc. In the event that an original misting fan is replaced by the manufacturer under the 1-year limited warranty, the one year limited warranty time frame does not re-start from the date of replacement. The replacement product is only covered by the limited warranty for the remaining time frame from the original date of purchase. Should a replacement product require further service or replacement, proof of original purchase from an authorized retailer and proof of replacement from the manufacturer must be presented for validation. Consumable accessories provided with this item are not covered.

**Comment [GJ1]:** This is good language, but in practice we have to remember that it has limitations. Warranties are usually extended to members of the buyer's household or other foreseeable users of the product.

### **ARCTIC COVE AND ONE WORLD TECHNOLOGIES, INC., MAKE NO WARRANTIES, REPRESENTATIONS OR PROMISES AS TO THE QUALITY OR PERFORMANCE OF MISTING FANS OTHER THAN THOSE SPECIFICALLY STATED IN THIS WARRANTY.**

### **HOW TO OBTAIN SERVICE**

Subject to the aforementioned exceptions, Arctic Cove will repair or replace (at Arctic Cove's discretion) any misting fan which, after examination, is determined by Arctic Cove to be defective in material, manufacturing, or workmanship for one year from the original date of purchase. Bring the misting fan in need of service to your nearest authorized retailer special services desk.

A copy of the proof of purchase from an authorized retailer must be provided at the time of service to confirm the product has not transferred to another party from the original purchaser. A copy of the proof of previous replacement must also be included if applicable. Maintain the original documents for future reference.

The authorized retailer and Arctic Cove will assess your product and provided paperwork to confirm the 1-year limited warranty is still valid. If any items in the 'What is not covered' section are found, then the 1-year limited warranty is null and void. A valid, legible product serial code must also be visible to obtain service under the Arctic Cove misting fan 1-year limited warranty. After validation, the authorized retailer will arrange for your product to be serviced. If the authorized retailer and Arctic Cove deem that a product cannot be serviced and a replacement is necessary, a similar product of equal or greater value will be shipped to you free of charge by Arctic Cove.

ACCEPTANCE OF THE EXCLUSIVE REPAIR AND REPLACEMENT REMEDIES DESCRIBED HEREIN IS A CONDITION OF THE CONTRACT FOR THE PURCHASE OF EVERY ARCTIC COVE MISTING FAN. DETAILS OF THIS LIMITED WARRANTY ARE SUBJECT TO CHANGE WITHOUT NOTICE. IF YOU DO NOT AGREE TO THIS CONDITION, YOU SHOULD NOT PURCHASE THE PRODUCT. IN NO EVENT SHALL ARCTIC COVE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY COSTS, ATTORNEY FEES, EXPENSES, LOSSES OR DELAYS ALLEGED TO BE AS A CONSEQUENCE OF ANY DAMAGE TO, FAILURE OF, OR DEFECT IN ANY PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR LOSS OF PROFITS. 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. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL. TO THE EXTENT PERMITTED BY LAW, ARCTIC COVE DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; TO THE EXTENT SUCH DISCLAIMER IS NOT PERMITTED BY LAW, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY AS DESCRIBED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION 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.

#### **QUESTIONS**

For any further questions regarding Arctic Cove misting fans, please email us by logging into the Arctic Cove website at [www.arcticcove.com](http://www.arcticcove.com) or call 1-877-297-8911.