

Warranty information

Phoenix Precast Products Inc. sells fountains from several different manufacturers. Only **Design Cast** fountains and **Gist Concrete Products** are manufactured by Phoenix Precast Products Inc. Design Cast warrants its fountains to be free from defects in material and workmanship on concrete for a period of (1) year from the date of purchase to the original owner. All pumps supplied with any Design Cast fountain are warranted for a period of one (1) year from the date of purchase if power cord is not cut. Each Manufacturer reserves the right to inspect the product or defective workmanship or materials in its products for warranty coverage. If inspection reveals a problem caused by Manufacturer, Manufacturer will repair (or, at its option, replace) product without charge. This warranty only covers repair or replacement of the defective part and does not cover freight charges. Blemished fountains are sold as is, and no warranty is applicable.

Fountains manufactured by others are subject only to the warranty provided by that manufacturer. Please inquire about specific warranty periods with your sales representative.

Pumps have a one-year manufacturer's warranty. If properly maintained, they rarely fail during that time. This limited warranty is extended only to the original purchaser and is void if any of the following apply: 1. The pump or product has been disassembled. 2. Alterations have been made to the cord or plug. Note: If the plug has been cut off, and the pump direct wired, the pump warranty is void. 3. The pump has been run dry. 4. Flammable liquids, solvents, chemicals, or abrasive solutions were pumped. 5. Obvious abuse or misuse of the product took place.

Please keep your original receipt and original invoice in the box—Just in case.

Blemished fountains with used pumps are not covered under any warranty and will not be serviced.

Floats have a 90-day warranty. All light kits will have a one-year Phoenix Precast warranty.

This warranty does not apply to: Normal wear and tear, fading, color changes and efflorescence that may develop in the aging process. Fine hairline cracks common to cement-based products. Calcium deposits that are the result of standing and/or running water. Products that have been altered, abused, misused, or improperly maintained. Repairs that have been made or attempted by unauthorized repair persons. Product that is bonded/stained with non-manufacturer pre-approved products. Acts of God. Unstable ground conditions.

Liability:

All fountains, and related products, are intended to be used for decorative purposes only. They are not intended for any other use, including, but not limited to, climbing, sitting upon, or as diving platforms. In no event will Phoenix Precast Products be liable during or after the warranty period, for any direct, indirect, incidental, or consequential damage resulting from the sale or use of its products, nor for any damages sustained as a result of the product being used for any purpose other than as a decorative water feature. The Manufacturer's liability shall be limited only to the cost of the unit and shall not include transportation, removal, and/or installation expenses. Phoenix Precast Products Inc. disclaims liability for any implied warranties, including warranties or "merchantability" and "fitness for a specific purpose" after the term of the warranty.

Defects of product are those which could be defined as de-lamination of paint or outer surface of cast, structural cracks and leaks. These defects of products as a result of Manufacturer's workmanship are covered warranty claims if none of these have resulted from shipping, transportation and in-transit handling of our product. Any modification of Manufacturer's product discontinues the warranty of that product. Should you install a product with a defect, you are assuming the responsibility for its repair unless prior approval has been obtained from Manufacturer upon your submission of the product warranty claim form. Manufacturer will ship any replacement part under the normal freight arrangements (FOB Phoenix, Arizona). As part of the warranty claim processing, manufacturer may require that one or all of the following be accomplished: A photo of the defective part is submitted to Manufacturer, a sample of the part is submitted for inspection, and/or the entire part be returned for inspection. Manufacturer's warranty has a limitation of coverage, as it will, in no event, cover any more than the actual cost of the part. Manufacturer does not cover any labor to transport a part of for a part's removal or installation and rental equipment. Phoenix Precast Products Inc. reserves the right to make changes to the data contained in this literature. Updates and changes may be based on later testing.