

## LIMITED WARRANTY

EcoTech, LLC. (“EcoTech”) warrants to the original purchaser only that the EcoTech products (“Product(s)”) sold will be free from defects in material and workmanship under normal use for a period of one (1) year from the date of original purchase, unless said Products are repaired or refurbished in which case the time period shall be thirty (30) days from the date of the repair or purchase (the “Warranty Period”). This limited warranty applies only to Products that are (i) properly registered through the registration process below, and (ii) installed, operated, maintained, and used properly and consistent with the product manual. No representation or warranty by any EcoTech salesperson, dealer, agent representative, employee, or any other individual or entity acting or purporting to act on behalf of EcoTech, shall be binding upon EcoTech other than as expressly set forth herein. This limited warranty applies only to the original purchaser in which the Product was purchased from a retailer authorized by EcoTech to sell the Product and is not transferable from the original consumer purchaser. In the event of a limited warranty claim, proof of purchase will be required. EcoTech’s limited warranty shall not apply: (i) to any damaged Product that has been subjected to accident, misuse, neglect, alteration, acts of God, improper handling, improper transport, improper storage, improper use or application, improper installation, improper testing or unauthorized repair, operation outside recommended parameters (as described in the applicable product manual), (ii) damage from saltwater spray, heat, power fluctuation or failure, subjection to abnormal physical or electrical stress, use of incompatible or unauthorized products, nonapproved power supplies/connections, or similar circumstances, (iii) to any Product where any non-water submersible product has been exposed to water, or (iv) to cosmetic problems or defects that result from normal wear and tear under ordinary use, and do not affect the performance or use of the product. EcoTech’s limited warranty applies only to a product that is manufactured by or for EcoTech and identified by the EcoTech Marine or EcoTech trade name or product identification logo affixed to the product. If you notice a problem with your EcoTech Product, do not attempt to repair it yourself. Any attempts at self repair shall void this limited warranty. EcoTech

shall not be held liable for damage to any aquarium, aquarium life forms, or other personal objects due to improper use of the device. If the product develops a covered defect within the one-year Warranty Period, EcoTech will, at its option, either repair or replace the Product without charge, provided that the Product is returned during the Warranty Period.

**NOTE: FOR THE ONE (1) YEAR WARRANTY TO BECOME EFFECTIVE, THE PRODUCT TO WHICH THIS LIMITED WARRANTY APPLIES MUST BE REGISTERED WITHIN THIRTY (30) DAYS OF PURCHASE. INSTRUCTIONS FOR REGISTRATION ARE INCLUDED BELOW.**

**OBTAINING WARRANTY SERVICE:** If this product proves defective during the Warranty Period, contact EcoTech Technical Support using the contact information below for instructions on how to obtain warranty service.

Street Address: EcoTech, LLC. 2675 Commerce Center Blvd Suite, 101  
Bethlehem, PA 18105  
Phone: (610) 957-0220  
Online Support System: <https://support.ecotechmarine.com/>

Please be prepared with your product model and serial number, as well as proof of purchase. DATED PROOF OF ORIGINAL PURCHASE IS REQUIRED TO PROCESS WARRANTY CLAIMS. REGISTRATION OF YOUR PRODUCT SATISFIES THE PROOF OF PURCHASE REQUIREMENT. If you are asked to return your product to EcoTech, you will be given a Return Materials Authorization (RMA) number. You are responsible for properly packaging and shipping your product to EcoTech, which includes the cost of shipping and any applicable insurance (both to and from EcoTech's factory). EcoTech is not responsible for, and this limited warranty

does not cover, damage to products incurred in shipping, cost of shipping, insurance, customs fees and charges, taxes, or other damage to products. Please take efforts to package your product properly. You must include the RMA number and, if the product is not registered, a copy of your dated proof of original purchase when returning your product. Products received without an RMA number and, if applicable, dated proof of original purchase, will be rejected. Do not include any other items with the product that you are returning to EcoTech. Upon your shipping of the product to EcoTech for repair or replacement under this limited warranty, you acknowledge that you will be transferring ownership of the product to EcoTech.

Repairs or replacements not covered under this limited warranty will be subject to charge at EcoTech's then-current rates.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE PRODUCT IS PROVIDED "AS IS" AND ECOTECH HEREBY DISCLAIMS ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. ECOTECH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, EXCEPT AS REQUIRED BY APPLICABLE LAW. ECOTECH DOES NOT AUTHORIZE ANY PERSON OR BUSINESS ENTITY, INCLUDING ITS AUTHORIZED DEALERS, TO CREATE FOR IT ANY OBLIGATIONS, LIABILITIES, OR OTHER WARRANTIES IN CONNECTION WITH THIS PRODUCT. ALL WARRANTIES ARE VOID IF THERE IS DAMAGE TO THE PRODUCT THAT IS NOT A RESULT OF A DEFECT IN THE MATERIALS OR WORKMANSHIP. THE SOLE AND EXCLUSIVE REMEDY FOR ALL CLAIMS THAT YOU MAY HAVE ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THIS PRODUCT, WHETHER MADE OR SUFFERED BY YOU OR ANOTHER PERSON AND WHETHER BASED

IN CONTRACT OR TORT, SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT, AT ECOTECH'S OPTION. IN NO EVENT WILL ECOTECH BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY OF TO USE THE PRODUCT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS, DAMAGE TO YOUR AQUARIUM OR ANY AQUARIUM INHABITANTS), OR FROM ANY BREACH OF WARRANTY, EVEN IF ECOTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL ECOTECH'S LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT. IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS DO NOT USE THE PRODUCT.

**GOVERNING LAW AND JURISDICTION.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you. EcoTech's limited warranty is governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws principles and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Some jurisdictions may require a minimum limited warranty of greater than one (1) year. In such jurisdictions where a limited warranty period of greater than one (1) year is required, the Warranty Period set forth above shall be equivalent to the minimum warranty period permissible under applicable law.

**BINDING ARBITRATION.** All claims, controversies, and disputes relating to this limited warranty shall be submitted to arbitration in the Commonwealth of

Pennsylvania. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this paragraph. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. The arbitrator(s) will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the limited warranty is void, voidable or otherwise invalid. The arbitrator(s) will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. **Both parties waive all right to a trial by jury in any action relating to this limited warranty; this waiver is knowingly, willingly, and voluntarily given.** If any provision of this paragraph is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.