



One Year Limited Warranty

1. WHAT THIS WARRANTY COVERS

Defects in the following Adagio manufactured components:

Hood, tray, plastic liner, installation brackets, water distribution items, stone*, glass, mirror, Featherstone, electrical components, light bar, and wiring. These components are covered by a One (1) Year (from the date of customer purchase) Limited Warranty against defects in product, workmanship, or material.

*Natural Stones: Fissures, fill materials in cavities, flaking of layered stone surfaces, and chips off corners that do not inhibit the performance or aesthetics of the water feature are part of our natural stones and do not constitute a warranty claim.

Defects in the following non-Adagio manufactured components:

- **Re-Circulating Pump**
Adagio does not manufacture the pump(s) included with the water feature. As a courtesy to our customers, Adagio will replace any defective pump within 30 days of receipt by the original user. If you experience a problem with your pump after the initial 30 days, please refer to the warranty provided with your pump. Please do not discard this written warranty. You will need to provide a proof of purchase (with date) when submitting any claim to the pump manufacturer. If you cannot locate the warranty, or if you have any questions, please feel free to contact us at **1-888-623-2446**.
- **Remote Control**
Adagio does not manufacture the remote control included with certain water feature models. As a courtesy to our customers, Adagio will replace any defective remote control within 30 days of receipt by the original user. After this initial period, all warranty claims related to remote controls must be addressed directly to the remote control manufacturer. Each remote control includes a warranty from the remote control manufacturer. The written warranty is included in the packaging of the remote control. Please do not discard this written warranty. You will need to provide a proof of purchase (with date) when submitting any claim to the remote control manufacturer.

To purchase a replacement pump or remote control, contact ADAGIO at 1-888-623-2446

2. WHO IS COVERED

This Warranty extends only to the original purchaser and/or the “original end user.” Original end user is defined as the “first owner” to install and operate the product. As the original purchaser and/or original end user are covered under the One (1) Year Limited Warranty, proof of purchase (and purchase date) will be required before any Adagio product will be covered under this Warranty.

3. WHAT WE WILL DO TO CORRECT WARRANTY PROBLEMS

Adagio will repair or replace (at our option) the defective component(s), unless the alleged defect is caused by faulty installation, user negligence or abuse.

4. HOW TO GET WARRANTY SERVICE

Please Call Us – Do Not Ship. Phone: (801) 255-9484. Fax: (801) 255-0894.
Have your original proof of purchase (and date of purchase) available when you call.

5. REPLACEMENT PARTS

Adagio reserves the right to charge for any warranty part not returned to Adagio as requested.

Replacement parts will be shipped after receipt and qualification of the original defective part(s) by Adagio.

Expedited Shipment:

If expedited shipment of the replacement part(s) is requested, these part(s) must be purchased and shipped* at the end user’s expense. A credit for the part(s) will be issued once Adagio is in receipt of the original defective part(s) and the part(s) are deemed to be defective and covered by the One (1) Year Limited Warranty.

*subject to availability

Mistaken Defects:

If a returned part(s) is deemed to have no defects in the actual product, workmanship, or material; or, the One (1) Year Limited Warranty is voided (see section 7 below), then any replacement part(s) will not be covered under this Warranty, and the customer will have the following options:

- a) Have the original part returned to customer at customer expense.
- b) Purchase a new replacement part and have it shipped to customer.

Note: In the event that the expedited shipment option was used, no refund will be issued.

6. SHIPPING AND HANDLING CHARGES

This Warranty covers shipping to and from Adagio for the first 30 days after purchase by the original purchaser and/or the “original end user” as previously defined. In order for shipping to be covered under this Warranty, defects must be reported within the first 30 days after purchase by the original end user.

Mistaken Defects: should the returned part(s) be deemed to have no defects in product, workmanship, or material, the customer agrees to pay for all shipping charges incurred, both to and from Adagio.

7. WHAT THIS WARRANTY DOES NOT COVER (Express Exclusions)

- Products that are operated in combination with other equipment not furnished or otherwise authorized by Adagio for use with Adagio products.
- Damage occurring during shipment.
- Damage resulting from someone other than Adagio (or its authorized service technicians).
- Post-purchase product damage, including, but not limited to the following acts: misuse, testing, adjusting, installation, maintenance, alteration, modification, tampering, or servicing.
- **Any of the following events void the Warranty:**
 - Defects or damage resulting from:
 - a) Use of the product in a manner that is not normal or customary;
 - b) Improper operation, misuse, or abuse;
 - c) Accident or neglect, such as dropping the product(s);
 - d) Contact with sand, dirt, extreme heat, spills of food or liquid, other than water;
 - e) Any products or parts not supplied by Adagio with the original product.
- Damage resulting from “Acts of God” or Nature, including, but not limited to: fire, storm, earthquake, hurricane, or flood.
- Defects or damage resulting from acts of war or violence, including, but not limited to: atomic blast, bombings, vandalism, drive-by shootings, and robbery.
- Physical damage to the surface of the products, including scratches, cracks, normal wear-and-tear, or other damage to externally exposed parts.
- Damage resulting from failure to maintain an appropriate water level necessary for optimal performance of product.
- Damage or discoloration resulting from failure to clean or maintain the pump, stone, and/or any metal.
- Color changes on the metal due to the natural patina process.

Flat-rate charges may apply to the repair of products not covered by this Warranty. To obtain information regarding products needing repairs not covered by this Warranty, please call (801) 255-9484. Adagio will provide information on repair availability, rates, payment methods, and where to send the components.

8. OTHER LIMITATIONS

This is Adagio’s complete Warranty for our products; it states your exclusive remedies. This Warranty is given in lieu of all other expressed or implied warranties.

In no event shall Adagio be liable, whether in contract or tort (including negligence), for damages in excess of the purchase price of the product; or, for any indirect, incidental, special, or consequential damages of any kind; or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of, or in connection with, the ability or inability to use the products, to the full extent these damages may be disclaimed by law.

9. STATE LAW AND OTHER JURISDICTION RIGHTS

This Warranty shall be governed under the laws of the State of Utah. Other states and/or jurisdictions may not allow some of the provisions specified in this warranty. If so, those provisions may not apply to you. The remainder of this Warranty, however, remains in full force and effect.