

# Warranty

Models included are:

A1TLWATERCOOLER, A2TLWATERCOOLER, A3BLOZONEWTRCLR, A3F, A3F-SC, A4BLWTRCLR, A4F, A1BOTTLELESS, A5BOTTLELESS, A5BLK, A6BLWTRCLRWHT, A6BLWTRCLRBLK, A7BOTTLELESS, A7BOTTLELESSBLK, A8CTBOTTLELESSWHT, A8CTBOTTLELESSBLK, A9CTELECTRICSS, A9ELECTRICBLK, A9ELECTRICWHT, A10-TL, A11-CTTL, A12-CTPOU, A13, A14, A15, A1CTWTRCLRBLK, A1CTWTRCLRWHT, A3BLK, A4F, A5BLK, A6SC-WHT, A6SC-BLK, A10BLK, A11BLK, A12BLK, A13BLK, A14BLK, A13CT, A13-S, B8WHT, B8BLK, A9

Products listed above are covered by the terms of this Limited Warranty. For purposes of this Limited Warranty, the term "product" means any water cooler bottled or bottleless manufactured for Avalon. Avalon warrants that it will, at Avalon's option, replace or repair the Purchaser's Avalon product sold in the U.S. or Canada by an authorized retailer if that product is defective due to faulty workmanship or materials, subject to the limitations described in this Limited Warranty. Avalon undertakes no responsibility for the quality of the goods except as otherwise provided in this warranty. There are no warranties that extend beyond the description on the face hereof. This Limited Warranty is valid only in connection with the original purchase of new products from authorized retailers and extends from the original purchase date of the original product purchased. This warranty extends only to the original purchaser of the product and lasts for one (1) year from the date of the original purchase or until the original purchaser of the product sells or transfers the product, whichever first occurs. An "original purchaser," for the purposes of this Limited Warranty, is an individual or entity who purchases the product directly from Avalon

or an authorized retailer of Avalon with the intent to use the product for personal consumer use and commercial or industrial use and not with the intent to resell the product. An "authorized retailer," for purposes of this Limited Warranty, is an individual or entity authorized by Avalon to sell the product directly to original purchasers. An individual or entity that purchases the product from whatever source with the intent to resell the product is an unauthorized reseller ("unauthorized reseller"). For the purpose of this Limited Warranty a "Third Party" would be considered any plumber, maintenance company, or individual hired by the Purchaser.

This Limited Warranty does not apply to used, refurbished, renewed, floor model or "demo" products, or to products sold by unauthorized resellers, including without limitation, unauthorized resellers on third party websites, including, without limitation, Craigslist, eBay, Amazon, etc. Unauthorized resellers are not "original purchasers" for the purpose of this Limited Warranty. If the purchaser is not the original purchaser of this product, the purchaser takes the product "AS IS," "with all faults" and without warranty. Avalon reserves the right to require a valid serial number located on your product to submit a valid claim under this Limited Warranty. Products where the serial number has been removed or evidence showing the removal or attempted removal of the serial number label will not be eligible to make a claim under this Limited Warranty. IF THE PURCHASE OF THIS PRODUCT

WAS NOT DIRECTLY FROM AVALON, PROOF OF PURCHASE WILL BE REQUIRED TO DEMONSTRATE THAT PURCHASER IS THE ORIGINAL PURCHASER AND THE PRODUCT WAS PURCHASED FROM AN AUTHORIZED RETAILER, AND ELIGIBLE TO MAKE A VALID CLAIM UNDER THIS LIMITED WARRANTY.

Your purchase date is established from the date of your sales receipt. Avalon may require the purchaser to provide proof of the quality and condition of the water cooler if the purchaser makes a claim under this Limited Warranty. Avalon reserves the right to invalidate this Limited Warranty if the water cooler is determined, in Avalon's reasonable discretion, to be inadequate or if the water cooler is found to be in an unsanitary condition. This warranty does not apply if the product was damaged or failed because of accident, improper handling or operation, relocation, abuse, misuse, unauthorized repairs made or attempted, or improper installation or maintenance. Under this Limited Warranty, products are required to be plugged directly into a grounded wall outlet. Plugging a product into an extension cord or surge protector will be considered misuse and will void this Limited Warranty. If damage to the product has occurred during shipping, the damage must be reported to Avalon within the first 30 days from the original purchase date to be eligible to make a claim under the Limited Warranty. Shipping damage reported to Avalon outside of the first 30 days from the original purchase date will not be eligible for a valid claim under this Limited Warranty. This warranty does not cover shipping costs for the return of products to Avalon for repair or replacement.

To submit a valid claim under this Limited Warranty, troubleshooting the product with an Avalon Customer Success Expert is required. If troubleshooting the product is refused

by the Purchaser, Avalon reserves the right to deny the Limited Warranty Claim. In the event a part is necessary to correct the problem with a Product, Avalon will provide the part at no cost to the original purchaser under this Limited Warranty. Replacing parts or attempting to correct an issue with the Product is required prior to submitting a claim

for a replacement product under this Limited Warranty. Instructions for troubleshooting a Product or replacing a part will be provided by Avalon. Troubleshooting, repairs, part replacement, installation, and proper maintenance are the responsibility of the Purchaser. Instructions for proper installation and maintenance will be provided in the user manual.

Installation, maintenance, or repairs of the Product is the responsibility of the Purchaser. The Purchaser reserves the right to use a Third Party for installation, maintenance, and repair at their own risk. Avalon is not responsible for any additional cost incurred for installation, maintenance, or repair of the Product including but not limited to additional material needed for installation or the cost of a Third Party. Damage or failure of the Product due to improper installation, maintenance, or repair caused by a Third Party or the Purchaser is not the responsibility of Avalon and will not be covered under this Limited Warranty. Instructions for proper installation and maintenance will be provided in the user manual.

ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY), LAST ONE YEAR FROM THE DATE OF ORIGINAL PURCHASE OR UNTIL THE ORIGINAL PURCHASER OF THE PRODUCT SELLS OR TRANSFERS THE PRODUCT, WHICHEVER FIRST OCCURS. IN NO EVENT SHALL AVALON'S LIABILITY UNDER ANY EXPRESS OR IMPLIED WARRANTY INCLUDE (I) INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ELECTRICAL OR WATER DAMAGE, OR (II) REPLACEMENT OR REPAIR OF ANY HOUSE FUSES, CIRCUIT BREAKERS OR RECEPTACLES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL AVALON'S LIABILITY UNDER ANY EXPRESS OR IMPLIED WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT AND ANY SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD.

Except as otherwise provided, Avalon will not charge Original Purchaser to repair or replace the purchaser's Product if it is deemed defective during the length of this Limited Warranty, but any transportation costs associated with repairs or replacements are Purchaser's responsibility. No new warranty is provided with a replacement product. The warranty for the replacement product runs from the date of the original purchase of the original product. In the event that repair is necessary, such repair will be at no charge to the Purchaser except for transportation costs associated with such repair or replacement of a product in compliance with the terms of this Limited Warranty.

In the event, a warranty claim is filed and a warranty replacement is deemed necessary, the purchaser will be required to surrender the original product to Avalon at the time of replacement.

Some states and provinces do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these exclusions or limitations may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state to state and province to province.