

Limited Warranty Terms – Water Filtration Products

The Verbatim Americas LLC separate and individual warranty obligations for its **Water Filtration Hardware** and its **Water Filter Cartridge** products are limited to the terms set forth below.

“Water Filtration Hardware” is defined as any Verbatim water filter products **excluding its replaceable water filter cartridge component**. “Water Filter Cartridge” is defined as the replaceable water filter cartridge that is included with Water Filtration Hardware. Together or separately, they are also referred to as the “Products”.

Verbatim warrants its Water Filtration Hardware to be free of defects in material and workmanship under normal use and service for a period of two (2) years from the date of purchase. Verbatim warrants its Water Filter Cartridge to be free of defects in material and workmanship for a period of thirty (30) days when used according to Verbatim’s instructions. Verbatim’s sole obligation with respect to claims of non-conformance made within the warranty periods described above shall be, at its option, to repair or replace any of the Products that Verbatim, in its sole discretion, determines to be defective, subject to the procedure set forth below.

Verbatim’s warranty obligations hereunder are expressly conditioned upon (i.) the Products being properly installed, used and maintained at all times by Customer; (ii.) the Products not being subject to unusual mechanical stress or unusual plumbing or environmental conditions or acts of God; (iii.) the Products not being subjected to misuse, accident or any unauthorized installation/deinstallation by Customer or other third party; (iv.) the Products not being altered or modified in an unauthorized manner, unless approved in writing or otherwise performed by Verbatim and (v.) Customer promptly installing all Product revisions that have been released for such Products by Verbatim throughout the warranty term. Verbatim does not warrant that the Products will operate in any specific combination that may be selected for use by Customer or that the operation of the Products will be uninterrupted or error free, or that all non-compliance or defects will be remedied. Additionally, Verbatim shall have no warranty obligations for any failure of the Products to conform to the applicable product specifications resulting from the combination of any Products with products not supplied by Verbatim. If it is determined that any Products reported as defective or non-conforming by Customer during the warranty period is not defective or non-conforming, Verbatim may, at its option, charge Customer for any labor provided and expenses incurred by Verbatim in connection with such determination, at Verbatim’s then current rates.

Verbatim is not liable for labor charges, installation, or other incidental or consequential costs. In no event shall the liability of Verbatim exceed the purchase price of the Products.

Verbatim shall not be responsible for unauthorized sale or misrepresentation by unauthorized third party resellers. Verbatim warranties are not transferable with ownership. Products purchased by auction, yard sale, flea market or purchased as demo units may not be covered under Verbatim’s warranties.

THE WARRANTIES OF VERBATIM AND REMEDIES OF CUSTOMER SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE GIVEN BY VERBATIM AND ACCEPTED BY CUSTOMER IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED BY VERBATIM AND WAIVED BY CUSTOMER TO THE EXTENT ALLOWED BY LAW (AND TO THE EXTENT NOT WAIVABLE BY LAW, ARE LIMITED TO THE TERM OF THE EXPRESS WARRANTY SET FORTH HEREIN).

VERBATIM IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION. VERBATIM SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS LIMITED WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. FOR EXAMPLE, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE RESTRICTIONS MAY NOT APPLY TO YOU.

Return Procedure – US & Canada:

The Customer shall obtain a Return Merchandise Authorization (RMA) number from Verbatim prior to returning any Products to Verbatim under this warranty by contacting Technical Support (see www.verbatim.com/support). The Customer shall prepay shipping charges for Products returned to Verbatim for warranty service, and Verbatim shall pay freight charges for the return of the Products to the Customer, excluding Customs duties or taxes, if any. All returns require a dated original proof of purchase and a letter explaining the problem. Verbatim will not be responsible for items returned without an RMA or improperly packaged. Replacement Products shall be new or like new in performance and shall be warranted for the remaining duration of the warranty term of the non-conforming Products. All replaced Products shall become the property of Verbatim. Any claims of defects not made within the warranty period shall be deemed waived by Customer.

Return Procedure – All Other Countries:

Visit www.verbatim.com/support, where you will be directed to a local sales representative who will assist you with the return. The Customer shall prepay shipping charges for Products returned to Verbatim for warranty service, and Verbatim shall pay freight charges for the return of the Products to the Customer, excluding Customs duties or taxes, if any. All returns require a dated original proof of purchase and a letter explaining the problem. Verbatim will not be responsible for items returned in improper packaging. Replacement Products shall be new or like new in performance and shall be warranted for the remaining duration of the warranty term of the non-conforming Products. All replaced Products shall become the property of Verbatim. Any claims of defects not made within the warranty period shall be deemed waived by Customer.