



P.O. Drawer 10190 • Albuquerque, NM 87184 • 505-343-8083 • Fax 505-343-8086 • Web <http://www.romanfountains.com>

LIMITED WARRANTY

THIS WARRANTY IS NOT IN FORCE UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL MATERIALS ORDERED PER THE PURCHASE ORDER, INCLUDING CHANGE ORDERS AND/OR ADDENDUMS, AND FINAL APPROVED SHOP DRAWINGS.

Roman Fountains Corporation warrants its equipment to be free from defects in materials and workmanship, when properly installed and maintained, under normal use and service, for a period of one year from date of installation or eighteen (18) months from date of shipment, whichever occurs first. Equipment, components and items used by Roman Fountains, but manufactured by others, shall be warranted to the extent of the original manufacturer's warranty.

If the equipment is found defective under this warranty, the Buyer must notify Roman Fountains, in writing, within the warranty period. After receipt of shipping advice and Return Materials authorization (RMA) number, the Buyer may return the product directly to Roman Fountains Corporation, Customer Service Dept., 8600 Paseo Alameda Dr. N.E., Albuquerque, New Mexico, U.S.A., 87113.

All equipment returned to Roman Fountains must be carefully and properly packed and freight and insurance charges must be prepaid. Replacements or repaired equipment will be returned to the sender freight prepaid, F.O.B. Factory. This Warranty does not cover, and Roman Fountains is not responsible for, the removal or replacement of equipment on the job site and will not honor charges for such work. This Warranty does not cover, and Roman Fountains is not responsible for, any loss of use, time, incidental, or consequential damages should any of the equipment fail during the warranty period, but agrees only to put into proper operating condition or at Roman Fountains' option replace such equipment, free of all charges except transportation. The correction of any defects by repairs or, at Roman Fountains' option, replacement by Roman Fountains shall constitute fulfillment of all obligations and liability of Roman Fountains to the buyer under this Warranty and the contract of sale. Warranty on replaced or repaired equipment shall be 90 days from date of return shipment or expiration of the original warranty period, whichever comes last.

Roman Fountains is not responsible for damage to its equipment through improper installation, maintenance, use, or attempts to operate equipment above its rated capacity or voltage, intentionally or otherwise, or for unauthorized repairs, or damage due to flooding due to mechanical, electrical, or structural failure.

Failure to notify Roman Fountains of unsatisfactory operation or any improper installation, unauthorized installation, maintenance, use, repairs, or adjustments shall terminate this Warranty and shall relieve Roman Fountains from any further responsibility or obligation.

Buyer's exclusive and sole remedy under this Warranty is limited to repair or replacement of defective equipment returned "freight prepaid" to Roman Fountains. Roman Fountains shall not be liable for special, consequential, incidental or other damages in any claim, action, suit or proceeding arising under this Warranty or the contract of sale, nor shall there be any liability thereunder for claims for labor, loss of profits or goodwill, repairs or other expenses incidental to replacement. This Warranty does not cover lenses, lamps, ballasts, batteries, or other equipment that may be supplied or warranted directly to the user by their manufacturers.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, ROMAN FOUNTAINS MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE MADE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT. NO REPRESENTATIVE OR EMPLOYEE OF ROMAN FOUNTAINS IS AUTHORIZED TO EXTEND, EXPAND, OR AMEND THIS WARRANTY IN ANY MANNER WHATSOEVER.

NOTICE

All shipments, unless otherwise noted, are F.O.B. factory, Albuquerque, New Mexico, U.S.A., freight collect.

The Buyer is advised to immediately inspect for shipping damage, apparent and /or hidden. If detected, notify the transportation company immediately and file your claim. The freight company is responsible for paying claims.

Buyer agrees that installation of all equipment shall be performed in strict accordance with Article 680 of the latest version of the NEC and in accordance with all national, state and local codes, by a licensed and experienced contractor / electrician qualified to perform such work.

Prior to re-lamping or performing other work that exposes an individual to lethal electrical power, ALWAYS turn all power OFF, in accordance with OSHA regulations and guidelines.

01-02-10

(SUPERSEDES ANY AND ALL PRIOR WARRANTIES)