

# LIMITED WARRANTY

### **3 YEAR WARRANTY**

CPure warrants all CPure OceanLoch+ water filtration systems will be free of any manufacturing defects for 3 years from the product's original date of delivery when purchased from an authorized dealer. CPure's authorized dealers are WebstaurantStore, The Restaurant Store, Clark Food Service Equipment, 11400, QuickSupply, and PRO Marketplace.

This warranty applies only to the product's original purchaser.

CPure's liability under this warranty is limited to the replacement of the defective product. In no instance will the cost to replace the product exceed its original purchase price. In CPure's sole discretion, it may provide a refund in the form of store credit to the authorized dealer of the product's original purchase price instead of replacement. The prescribed remedy is the SOLE AND

EXCLUSIVE REMEDY for claims under this warranty.

You are solely responsible for determining whether the product is suitable, effective, or safe for your intended uses. Your intended use should align with CPure's marketed use of the product.

### **ELIGIBLE PRODUCTS**

This warranty applies to all CPure OceanLoch+ water filtration systems when installed by a qualified and licensed plumber. Filters, cartridges, and o-rings are considered wearable parts and are not covered under this warranty.

This warranty does not cover damage to the product that occurs as a result of:

- Intentional or accidental misuse, abuse, alterations, or other damage (including, but not limited to, vandalism; impact
  by foreign objects; improper handling, maintenance, and storage; use of incompatible accessories; or application of
  harmful chemicals); damage due to fire, flooding, or other Acts of God; damage caused by power surges, brownouts,
  or inconsistent voltage such as when connected to a generator.
- Assembly, installation, or use in violation of CPure's instructions and guidelines (including, but not limited to, use of the product in violation of CPure's product-specific restrictions and weight limits).
- Abnormal or unintended uses.
- Ordinary and expected wear and tear (including, but not limited to, wearable parts such as gaskets, bearings, and the like).
- Unless otherwise stated in the product literature, all CPure products are intended for commercial use only.
- Improper utility connection such as using the wrong voltage, phase, or fuel type.
- Failure to use and maintain a water filter, where applicable.
- Parts and accessories sold without equipment.
- Repair service conducted without prior notice to CPure, repair service conducted by unauthorized service agents or unqualified persons, or repair service conducted with parts inconsistent with CPure's OEM parts, except where permissible by state law.

This warranty does not apply to parts and accessories (which are sold separately). This warranty also does not include labor, materials, and expenses that you incur to remove, install or reinstall, or replace the product. Failure to notify CPure prior to obtaining service may void your warranty. CPure and its authorized dealers do not provide reimbursement for service conducted outside of the prescribed warranty process.

## **1 YEAR WARRANTY**

CPure warrants to the original purchaser of new AquaKing water filtration systems and OceanLoch water filtration systems, that covered water filtration systems will be free of defects in material and workmanship for a period of 1 year from the original date of delivery when installed by a qualified and licensed plumber or other installer. Warranty coverage is only valid in the contiguous United States to commercial customers. Warranty is not transferrable. CPure will provide replacement components, replacement equipment, or refund the purchase price of the equipment at CPure's discretion to satisfy warranty obligation.

#### **COVERED SERIES OF PRODUCTS**

This warranty applies to all CPure AquaKing filtration systems and OceanLoch water filtration systems when installed by a qualified and licensed plumber. Filters, cartridges, and o-rings are considered wearable parts and are not covered under this warranty.

#### **COVERAGE LIMITATIONS**

The 1 year limited warranty does not cover:

• Failure to install and/or use equipment within proper operating conditions specified by CPure.

This includes but is not limited to residential, outdoor, or mobile applications, as well as improper water temperature, pressure, or quality.

- Products that were not installed by a qualified and licensed plumber or other installer.
- Products that have been modified, abused, or misused. Products that use metal fittings to connect the system to a water line.
- Damage or other issues caused by failure to change the filter.
- Systems sold or used outside of the contiguous United States, systems purchased second-hand, systems sold by an unauthorized reseller, and systems expressly sold without warranty coverage.
- Products for which warranty coverage cannot be verified. An original order number, receipt, or project specification along with supporting documentation of the installation is required to verify warranty coverage.

This warranty does not cover labor or any other service charges related to diagnosing and repairing defects. This warranty covers any applicable shipping charges. CPure reserves the right to request defective equipment back at CPure's expense for diagnostic and quality assurance purposes.

Additionally no claims may be made for damage or defects caused as a result of freight or handling damage. These claims must be noted at the time of delivery and addressed with the carrier for correction and compensation.

CPure will not be liable to the purchaser or any other parties for any loss of product, consequential damage, lost business, and other expenses.

THIS LIMITED WARRANTY IS THE ENTIRE, EXPRESS LIMITED WARRANTY FOR THE PRODUCT. ALL OTHER EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED WHERE ALLOWABLE BY LAW.

Some states do not allow limitations on warranties, so these limitations may not apply to you.

#### THESE TERMS GOVERN THE WARRANTY TO CUSTOMER, UNLESS STATE LAWS CONFLICT, IN WHICH CASE STATE LAWS APPLY.

This warranty supersedes all prior and contemporaneous agreements, representations, or understandings, whether written or oral, relating to the product. This warranty may not be amended or altered except by a written statement signed by an authorized representative of CPure. CPure will not be bound by any statements or representations that go beyond the terms of this warranty.

CPURE WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES FOR LOST PROFITS, FOR LOSS USE OF THE PROPERTY, FOR DAMAGES TO THE PROPERTY OR ITS CONTENTS OR OCCUPANTS, OR FOR INCONVENIENCE, UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER THIS WARRANTY OR OTHERWISE.

Some states do not allow for the exclusion or limitation of damages, so these limitations may not apply to you.

CPure reserves the right to revise or terminate this warranty at any time. Only products purchased from the revision date of this warranty through the revision date of any subsequent warranty (or any subsequent termination) will be covered by the warranty.

This warranty shall be interpreted exclusively under the laws of the Commonwealth of Pennsylvania.

Unless otherwise stated in the product literature, all CPure products are intended to be installed indoors, in a permanent commercial structure, by a qualified installer where applicable. Any equipment installed outdoors, in a temporary structure, food truck, other mobile application, or in a residence or home-based business shall be covered by a 30-day replacement warranty through the place of purchase.

All CPure products are only warranted for use in the United States, including Alaska, Hawaii, and Washington, D.C. Any products sold or shipped outside of the United States and Washington, D.C., including to other United States Territories, shall be covered by a 30-day replacement warranty, exclusive of freight, tariffs, duties, and other charges, through the place of purchase.

#### Claims and Inquiries

To make a claim under this warranty, you must contact the location where you originally purchased the product. Claims must be reported no later than 30 days following the discovery of the defect, not to exceed the length of the warranty following the original date of delivery. Please have your order number available.

www.WebstaurantStore.com and www.TheRestaurantStore.com: Use the live chat feature.

The Restaurant Store: contact your local store directly.

#### Clark Food Service Equipment, 11400, QuickSupply, and PRO Marketplace:

contact your account manager directly. If you do not know your account manager, please email service@cfse.biz.

CPure may investigate any claim and test the defective product during the claim process. Your failure to keep the defective product and permit an investigation and testing will void this warranty. You must obtain a return authorization from CPure before returning any product. Any product returned without an authorization will be refused and all shipping costs will be your responsibility. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state. This warranty is valid only in the United States and Washington, D.C.