

# **LIFETIME Limited Warranty**

Subject to the following limitations, effective January 1, 2015, Perpetual Food Company, (“Perpetual Food Systems”) 474 Vanntown Road Elora, Tennessee 37328, warrants that all formed plastic aquaponic, raised bed frame systems manufactured by Perpetual Food Company will retain their structural integrity so that the intended use is not materially impaired for the Lifetime of the original purchaser. Perpetual Food Company will replace any parts that fail to comply with this warranty at no cost to the purchaser. In order to obtain replacement parts, the purchaser must send to Perpetual Food Company proof of purchase showing the date of purchase and specifications of the defective part or parts purchased, together with photographs of the defective part or parts. If Perpetual Food Company determines that any part or parts of a product sold by Perpetual Food Company failed to comply with this warranty, then Perpetual Food Company will replace the defective part or parts at no cost to purchaser, including shipping, within 30 days. This warranty does not include the cost of removal or disposal of the defective part or parts or the cost of installation of the replacement part(s). This warranty does not apply to any product or part which is not manufactured, but supplied, by Perpetual Food Company such as pumps and motors provided by other manufactures. This warranty does not cover any defects due to improper installation, misuse (such as drilling holes or otherwise), abuse, acts of God, malicious destruction, or any other cause other than failure of the structural integrity of the product occurring with normal usage. This warranty does not warrant against, sun bleaching, warping, checking, surface blemishes or mold or fungus growing on the parts. This warranty applies only to the original purchaser.

## **LIMITATION OF DAMAGES.**

Replacement of defective part(s) is the sole remedy available to the purchaser of products sold by Perpetual Food Company. No consequential or incidental damages may be recovered due to any breach of the foregoing warranty.

## **LIMITED TO THE UNITED STATES ONLY**

This warranty applies to products sold in the United States only. No warranty is offered for products sold outside of the United States.

## **EXCLUSION OF IMPLIED WARRANTIES.**

The foregoing warranty is the sole warranty provided by Perpetual Food Company. There are no other warranties, express or implied, including the implied warranties of merchantability or fitness for any particular use.

## **CHOICE OF LAW AND FORUM.**

By purchasing products from Perpetual Food Company, the purchase agrees that the purchaser is entering into a purchase contract with Perpetual Food Company, in the State of Tennessee and that Tennessee law shall apply to all disputes relating to the purchase of products from Perpetual Food Company, and that the Circuit Court of the State of Tennessee for Lincoln County will be the exclusive forum for any disputes relating to said purchase or to the foregoing Limited Warranty.