

AquaCabana LIMITED THIRTY (30) DAY WARRANTY

The Limited 30 Day Warranty set forth below is given by FloatingShade.com, a division of Triton Design, LLC.

The AquaCabana is warranted against defects in material or workmanship for a period of thirty (30) days from the date of original purchase. Defective AquaCabanas returned to Triton Design and proven to be defective upon inspection, will be repaired or exchanged for new product(s) or part(s) at a prorated value where applicable. The warranty period for any replacement product shall begin upon shipment of the same, but shall in no event exceed the warranty period of the defective product.

When returning any product under this Limited 30 Day Warranty, you must first contact Triton Design at customerservice@floatingshade.com to obtain a return authorization number. The product must be packaged in its original carton or comparable packaging with a copy of the bill of sale (or invoice of purchase), together with a complete explanation of the problem. Shipping charges, if any, must be prepaid. We will cover the return shipping. Any holes, scrapes, tearing or external damage is not covered under the Limited 30 Day Warranty.

This Limited 30 Day Warranty covers all defects encountered in normal use of the product and does NOT apply in the following cases:

- a) Failure to follow operating, maintenance, or storage instructions
- b) Loss or damage due to abuse, mishandling, alteration, accident
- c) Any acts of God
- d) Normal wear and tear

No implied warranty (or condition), including any implied warranty (or condition) of merchantability or fitness for a particular purpose, applies to the product after the applicable period of express warranty stated above, and no other express warranty or guaranty, except as mentioned above, given by any person, firm, or corporation with respect to the product shall bind Triton Design. Some states or provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Triton Design shall not be liable for loss of revenue or profit, failure to realize savings or other benefits, or for any other special, incidental or consequential damages caused by the use, misuse or inability to use the product regardless of the legal theory on which the claim is based, and even if Triton Design has been advised of the possibility of such damages.

Without limiting the foregoing, you assume all risk and liability for loss, damage or injury to you and your property and to others and their property arising out of the use, misuse, or inability to use this product sold by Triton Design not caused directly by the negligence of Triton Design. Some states or provinces do not allow exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This Limited 30 Day Warranty shall not extend to anyone other than the original purchaser of any product, or the person for whom it was purchased as a gift.

This Limited 30 Day Warranty gives you specific legal rights. To the extent that such rights cannot be disclaimed under applicable law, this limited warranty does not affect such rights.