## ZODIAC POOL HEAT PUMPS EXCLUSIVE LIMITED WARRANTY

# 2 YEAR - LIMITED WARRANTY ON ALL PARTS 2 YEAR - LIMITED WARRANTY ON ALL SERVICE LABOR LIMITED LIFETIME WARRANTY ON TITANIUM HEAT EXCHANGER

(Lifetime Warranty applies to the heat exchanger coil only)

#### 15 YEAR - LIMITED WARRANTY ON ZODIAC EXCLUSIVE RESIN CABINET

#### APPLICATION & TERMS

For those purchasers who do return their owner registration card, Zodiac warranties the heat pump to be free from defects in materials and workmanship for the above mentioned period of time or Zodiac will repair or replace said product (it's sole discretion) at no charge for labor, materials and shipping costs. Zodiac retains the right to substitute comparable products. Determination of any warranty action will be made by an authorized Zodiac service technician after inspection of the condition of the heat pump.

Warranty applies to residential use only.

#### **PROCEDURES**

To receive a warranty determination, you must (I) contact our customer support center (I-800-830-4808) to schedule an authorized service technician for inspection and (2) provide proof of purchase. All warranty determinations are handled by our customer support center.

#### **PARTS**

As described in this agreement, we will replace all parts judged defective or having a fabrication flaw if they were used under normal conditions for all Zodiac pool heat pumps for the duration of this agreement. Pool heat pumps are warranted for (2) two years parts and (2) two years Labor. Heat pumps are warranted for residential use only.

#### LABOR

We will be responsible for labor in relation to the service required to replace defective parts. Replacement of defective parts, as per this agreement, must be performed during normal work hours. We will not be responsible for labor charges under this agreement if there were no defective parts.

#### **OWNER**

The warranty service agreement remains in effect as long as the product remains at the original installation address and was installed according to manufacturer's recommendations located in the owner's manual. This limited warranty applies to the original owner only.

#### LIMITATION OF LIABILITY

This warranty is exclusive and in lieu of all other expressed warranties. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY DISCLAIMED. If any implied warranties are found to exist, such implied shall not extend beyond the duration of the expressed warranties provided herein. It is expressly agreed that no warranties can be made by the heat pump dealer / retailer / installer, except those stated above.

Zodiac's sole obligation, and your exclusive remedy under this warranty, is limited to repair or replacement in accordance with this warranty.

Zodiac shall not be liable for any consequential, incidental or contingent damages whatsoever. Some states do not allow (a)limitation on how long a warranty lasts, or (b) the exclusion or limitation of incidental or consequential damages; so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights, which vary from state to state.

Zodiac reserves the right to make changes in the design and material of its heat pumps without incurring any obligation to incorporate such changes in units already completed or in the hands of distributors, dealers or consumers.

We will repair the heat pump under warranty as long as the cost of repairs does not exceed the cost of the heat pump. If the cost of repairs exceeds the cost of the machine, the machine will be replaced by an equivalent unit according to availability.

#### **LIMITED WARRANTY PAGE 2**

#### TERMINATION

All our obligations cease at the anniversary date of the said agreement which starts on the installation date.

#### EXCLUSION

This limited warranty agreement does not cover products or parts which may have been subject to alteration, abuse, accident, omission, improper installation, excessive voltage, corrosion, commercial use, or any other usage not approved by Zodiac Pool Care, Inc.. Further, this warranty does not cover the following items:

- Any equipment not provided by Zodiac Pool Care, Inc.
- Paint, finishing or rust
- · All applicable taxes on parts and labor when required
- · Fuses and breakers other than on the heat pump
- · All electrical services required beyond the warranted equipment
- Adjustments
- · Chemical damage due to improper maintenance of pool water as described in the owner's manual
- Damage due to improper installation leading to flow rates greater than 70 GPM and operating pressures greater than 30 PSI (2 bars).
- Damage received through Acts of God, including but not limited to, abnormal water, wind or weather conditions, etc., are not warranted.

#### CONSUMER'S RESPONSIBILITY

The warranty card included with the purchase of a Zodiac pool heat pump must be sent back to Zodiac Pool Care, Inc. within 30 days following receipt. You are responsible for the cost of all service calls made in regards to instructing you on how to operate your system or to correct an improper installation of the system not approved or described in the manufacturer's owner's manual. This agreement does not cover the cost of preventive maintenance. We suggest that you contact an authorized Zodiac Pool Care, Inc. service center for your annual inspection. It is the owner's responsibility to have an annual inspection and preventive maintenance of the equipment. This agreement does not cover cleaning, lubrication and adjustment of items such as evaporators, condensers, or air exchangers. You must provide reasonable access to the unit(s) for servicing at all times. Any work required to restore the property after servicing, is solely the consumer's responsibility. Also, it is the owner's responsibility to have proper bonding of the equipment to avoid heat exchanger corrosion.

#### OVERTIME

Overtime is not covered under this agreement. You will be invoiced for all overtime if you decide to have the service performed outside regular business hours.

#### RESPONSIBILITY

Our responsibility is strictly limited to the terms and conditions of this agreement. All servicing will be done according to the standards of the trade. Zodiac Pool Care, Inc. can not be held responsible for any incidents or damages resulting of services rendered.

#### APPLICATION OF THE LAW

This agreement submits to all the conditions and laws in the state or province in which it is in effect.

#### MODEL AND SERIAL NUMBER

The model and serial number of the equipment(s) covered by this agreement must be clearly written on the registration card. The model and serial number can be located on the front panel on the silver sticker.

#### DOCUMENTATION

Always keep your invoice with the installation date as well as your model and serial number on hand for all verbal or written communications with Zodiac Pool Care, Inc. in regards to services rendered under this agreement. Property management companies must have a copy of the original invoice with date of purchase for the heat pump and providenproof of home ownership that matches the name on the original invoice in order to receive service or repair of heat pump.

#### SERVICE

Only Zodiac Pool Care, Inc. or an authorized Zodiac Pool Care, Inc. agent are permitted to service the equipment covered under this warranty. If you choose not to use Zodiac Pool Care, Inc. or an authorized Zodiac Pool Care, Inc. agent for servicing of the equipment, there is no reimbursement under this warranty and you will be responsible for the cost of repair.



### ZODIAC POOL CARE, INC.

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