

**HELIOTROPE POOL
TEN YEAR WARRANTY
NOVEMBER 1, 2001**

(NOTE: Exception to this warranty applies to valves manufactured by other manufacturers. The only valve covered by this warranty is the Flo-Verter® valve.)

Heliotrope Pool expressly warrants all its Products not otherwise covered by a specific Product warranty to be free from defects in material and workmanship, and malfunctions and failure to perform, under normal use and service, for a period of five (5) years from date of installation provided that said Products have been installed in accordance with Heliotrope Pool Installation Instructions. This warranty applies to the first retail buyer and to any subsequent owners.

In addition to the preceding warranty, Heliotrope Pool warrants the Product when a defect becomes evident after the five (5) year warranty has expired. Heliotrope Pool will repair or replace the defective Product for a reasonable charge (not to exceed 50% of the most recent List price of the identical Product or its successor at the time of return) during the next five years.

In the event that evidence cannot be provided to indicate the date of installation, then the period of time shall be eighteen (18) months from the date of manufacture.

If a defect in material or workmanship becomes evident within five (5) years, Heliotrope Pool will repair or, at Heliotrope Pool's option, replace the defective Product within a reasonable time and without charge for parts, transportation within the U.S., or labor. In such event, the duration of this warranty is extended while the Product is not functioning.

If the Product contains a defect which cannot be repaired after a reasonable number of attempts to do so, you, the buyer, may elect either a refund of its purchase price, or a replacement without charge. A replacement may consist of a new or factory rebuilt Product of at least the same quality. A new warranty shall apply to any replacement.

To obtain service on the Product, just notify Heliotrope Pool by phone at (866) 314-8400, or letter, to 204-E Greenfield Drive, El Cajon, CA 92020, or the installing contractor. Should service be requested and no defect found in the Product, then a reasonable charge will be made for the service call.

In no event shall Heliotrope Pool be liable for the following: 1. Conditions resulting from a defect in a component or part which is not part of the Heliotrope Pool Product; 2. Conditions resulting from a significant departure from Heliotrope Pool Installation Instructions; 3. Conditions resulting from any misuse, abuse, negligence, weather damage, accident or alteration; 4. Consequential damages such as damage to your property, loss of time, inconvenience or loss of use of the Product or any incidental expenses resulting from any breach of the express warranty. Conditions that may occur in the normal operation of the Product shall not be invoked by Heliotrope Pool to reduce or defeat the coverage of this warranty.

Heliotrope Pool's liability under this warranty shall be in lieu of all warranties of fitness and in lieu of all warranties of merchantability. Heliotrope Pool shall not be liable for any incidental or consequential damages covered by a defective Product. The maximum liability under this warranty shall not exceed the contract price of the Product. Some states do not allow the exclusion or limitations of incidental or consequential damages, and some states do not allow limitations on implied warranties, such as that of fitness and of merchantability. Therefore, the above exclusions and limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Unless otherwise explicitly agreed in writing it is understood that these are the only written warranties given by Heliotrope Pool and Heliotrope Pool neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with the Product.

The Product should be returned, freight prepaid, to Heliotrope Pool, 204-E Greenfield Drive, El Cajon, CA 92020, along with the proof of installation date. If this proof is not provided, the date of manufacture will be used. Should required service fee not be included with return or should defect be caused by a significant departure from Heliotrope Pool's Installation Instructions, misuse, abuse, negligence, weather damage, accident or alteration, the replacement will be returned C.O.D. with appropriate reasonable charge.