HELIOTROPE POOL
TEN YEAR WARRANTY
SEPTEMBER 1, 2005

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. Further, in the Five years after the express warranty has expired, in the event of a defect in material and workmanship, Heliotrope Pool will repair or replace the defective product for a reasonable charge to the customer not to exceed 50% of the most recent list price of the identical Product or its successor at the time of the return. This 10 year warranty is transferable and applies to the first retail buyer and to any subsequent owners.

If a defect in material or workmanship becomes evident within the first 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, or return shipping to the customer within the U.S. In such event, the duration of this warranty is extended while the Product is not in service.

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.

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 of 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 upon 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.

To obtain service, the Product should be returned, freight prepaid, to Heliotrope Pool, 204 Greenfield Drive, Suite E, El Cajon, CA 92020, along with the proof of installation date. If this proof is not provided, the date of manufacture will be used. Upon inspection of the returned product, should defect be caused by a significant departure from Heliotrope Pool’s Installation Instructions, misuse, abuse, negligence, weather damage, accident or alteration, the repaired replacement will be returned to the customer providing the customer agrees to pay appropriate, reasonable repair charges and accepts returned product C.O.D.