





WARRANTY

TWO-YEAR LIMITED WARRANTY (One-Year Bumper-to-Bumper Coverage)

Subject to the terms and conditions of this Warranty, Aqua Products, Inc. warrants to the consumer who is the initial purchaser of this unit ("you") that such unit will be free from defects in workmanship and materials under normal use and conditions (as described below) for (a) a period of one (1) year from the original date of purchase (the "Initial Coverage Term") with respect to all parts of such unit and (b), after the conclusion of the Initial Coverage Term, a period of one (1) year (the "Additional Coverage Term") with respect to the power supply, pump and motor for such unit. For this unit to be covered by this Warranty, the Warranty Registration Card accompanying this Warranty must be mailed to Aqua Products at the address provided below no later than ten (10) days after your purchase of this unit (the "Purchase Date"), along with an original or a copy of the receipt or sales slip demonstrating such purchase and the Purchase Date.

Warranty: This Warranty covers: (a), during the Initial Coverage Term, all parts of this unit, including power supplies, pumps, motors, electrical cables, brushes, treads, belts, bushings, handles, enclosures, bags, wheels, remote controls and other components; (b), during the Additional Coverage Term, the power supply, pump and motor of this unit; and (c), throughout the period this Warranty is in effect, defects in workmanship or materials with respect to the then-covered parts under normal conditions and normal use, with such use (i) in compliance with the Operator's Manual (including without limitation the preventative maintenance described in such Manual) and (ii) in private residential pools in the United States of America. Each defect or failure of this unit or any parts of it due to commercial use, unauthorized modification, misuse, abuse, neglect, acts of God (such as an earthquake) or accident is excluded from this Warranty. Furthermore, Aqua Products recommends (but does not require) that maintenance or repairs be performed only by Aqua Products or an Aqua Products Authorized Service Center ("Authorized Service Center"), as improper or incorrectly performed maintenance or repairs (including without limitation the use of defective parts) voids this Warranty.

For each part determined by Aqua Products to be defective or to have failed under such use and conditions within the Initial Coverage Term or the Additional Coverage Term, as applicable, Aqua Products will, at its option, repair or replace such part at no expense to you (provided, however, that you will be responsible for all shipping or transportation costs in connection with transporting this unit to and from Aqua Products or an Authorized Service Center). In the event of such defect or failure of any such part, the foregoing will be your exclusive remedy.

Limitations: This Warranty is in lieu of all other express warranties, obligations or liabilities. ALL IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES INCLUDING, BUT NOT LIMITED TO, EACH IMPLIED WARRANTY OF MERCHANTABILITY, SHALL BE LIMITED IN DURATION TO EITHER ONE (1) YEAR FROM THE PURCHASE DATE OR TWO (2) YEARS FROM THE PURCHASE DATE, AS PROVIDED IN THIS WARRANTY. EACH ACTION FOR BREACH OF WARRANTY HEREUNDER, INCLUDING, BUT NOT LIMITED TO, BREACH OF AN IMPLIED WARRANTY OF MERCHANTABILITY, MUST BE BROUGHT WITHIN A PERIOD OF EIGHTEEN (18) MONTHS FROM THE PURCHASE DATE WITH RESPECT TO THE INITIAL COVERAGE TERM AND THIRTY (30) MONTHS FROM THE PURCHASE DATE WITH RESPECT TO THE ADDITIONAL COVERAGE TERM. IN NO CASE SHALL AQUA PRODUCTS BE LIABLE FOR ANY OR ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. No agent, representative, dealer or employee of Aqua Products has the authority to increase or alter the obligations of this Warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion 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.

<u>Warranty Service:</u> To obtain warranty service for this unit, please contact the Aqua Products Customer Service Department each time to receive a Return Authorization Number. NO WARRANTY SERVICE WILL BE PROVIDED WITHOUT A PRIOR RETURN AUTHORIZATION NUMBER FROM AQUA PRODUCTS, AS AQUA PRODUCTS WILL REFUSE WARRANTY CLAIMS WITHOUT SUCH NUMBER.

To schedule warranty service (and obtain a Return Authorization Number), review warranty coverage, inquire about technical service issues or ask other questions, contact the Aqua Products Customer Service Department by telephone (1-800-845-4856) or by e-mail (CustomerService@AquaProducts.com).

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