

# RAYPAK POOL HEATER LIMITED WARRANTY

## TERMS AND COVERAGE

Subject to the Conditions and Exclusions listed below, for ninety (90) calendars days following the Effective Date indicated below (the "Warranty Period"), Raypak, Inc. ("Raypak") warrants that the pool heater sold with this limited warranty certificate (the "Heater") will be free from defects in materials and workmanship under normal use and service.

Pursuant to this Limited Warranty and subject to the Conditions and Exclusions indicated below, Raypak will, at its option, repair or replace (cost of freight, installation, cost of fuel, and service labor at owner's expense) any part of the Heater (or at Raypak's option, the entire Heater) that malfunctions that under normal use and service within the Warranty Period. **YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN.** In the event of a repair or replacement pursuant to this Limited Warranty, the repaired or replacement part/parts/Heater will be warranted for only the unexpired portion of the original Warranty Period; however, your warranty will be extended for any time your Heater is being repaired or retained for work being performed under the warranty. All Heaters or component parts that are replaced will become the property of Raypak.

## EFFECTIVE DATE

The Effective Date of this Limited Warranty is the date of the original installation of the Heater. If Raypak is unable to determine the date of the original installation, to its satisfaction, then the Effective Date shall be the date of purchase of the Heater as stated on the purchase invoice or receipt from the point of purchase (distributor, retailer, or online store). We suggest you immediately record the model, serial number, date of original installation, receipt of purchase and proof of installation by a qualified technician and retain this Limited Warranty Certificate in the event warranty service is needed.

## EXTENDED WARRANTY PERIOD

**For Heaters NOT Sold in the State of California:** For Heaters not purchased in the state of California, the Warranty Period shall be extended as is as shown in the table below if, within ninety (90) days of the Effective Date:

1. The Heater is installed by an installer that is licensed in accordance with applicable state, provincial, territorial, and local laws and regulations; and
2. The Heater is registered with Raypak ([www.raypak.com](http://www.raypak.com)) with an installation receipt attached to such registration; and
3. For the following Heater models, the Heater is installed in a single-family dwelling: (a) AVIA Models 264 and 404; (b) Pool and Spa Heater Models 106A, 156A, 206A, 266A, 336A, 406A, 207A, 267A, 337A, and 407A; (c) Crosswind Heat Pump Pool Heater Models 30-I, 40-I, 50-I, and 65-I; and (d) E3T Pool and Spa Heater Models 0005, 0011, 0018, and 0027

**For Heaters Sold in the state of California:** For Heaters purchased in the state of California, the Warranty Period shall be extended as is as shown in the table below if, within ninety (90) days of the Effective Date:

1. The Heater is installed by an installer that is licensed in accordance with applicable state and local laws and regulations; and
2. For the following Heater models, the Heater is installed in a single-family dwelling: (a) AVIA Models 264 and 404; (b) Pool and Spa Heater Models 106A, 156A, 206A, 266A, 336A, 406A, 207A, 267A, 337A, and 407A; (c) Crosswind Heat Pump Pool Heater Models 30-I, 40-I, 50-I, and 65-I; and (d) E3T Pool and Spa Heater Models 0005, 0011, 0018, and 0027

Purchasers of Heaters sold in California are not required to register with Raypak to activate this extended warranty and failure to register your product will not diminish your warranty rights. Please keep your proof of purchase. If you choose to register your purchase with Raypak, you may do so at [www.raypak.com/warranty](http://www.raypak.com/warranty).

Effective: 02-15-2023

Replaces: 09-30-2022

P/N: 100-10000378 Rev. 01



MODELS	EXTENDED WARRANTY PERIOD
<b>AVIA Models: 264*, 404*</b> <b>AVIA HD NiTek 264 &amp; 404</b>	Two (2) years following the Effective Date for parts and labor.
<b>Pool and Spa Heater Models: 106A, 156A*, 206A*, 266A*, 336A*, 406A*, 207A*, 267A*, 337A*, 407A*</b>	Two (2) years following the Effective Date for parts and labor.
<b>ASME Pool and Spa Heater Models: 206A, 266A, 336A, 406A, 207A, 267A, 337A, 407A</b>	One (1) year following the Effective Date for parts and labor.
<b>Professional Pool and Spa Heater Models: Professional digital heaters 268A, 408A, SR-410</b>	Three (3) years following the Effective Date for parts and labor.
<b>Heat Pump Pool Heater Models: 2450, 3450, 4450, 5450, 6450, 8450 and Professional Series PS9350ti, PS9353ti, PS10353ti, PS10354ti, PS10355ti</b>	Two (2) years following the Effective Date for labor and seven (7) years following the Effective Date for parts. Notwithstanding the foregoing, the titanium tube component of the titanium heat exchanger is warranted for ten (10) years following the Effective Date for parts and two (2) years following the Effective Date for labor.
<b>Crosswind Heat Pump Pool Heater Models: 30-I*, 40-I*, 50-I*, 65-I*</b>	One (1) year following the Effective Date for labor and two (2) years following the Effective Date for parts only. Notwithstanding the foregoing, the titanium tube component of the titanium heat exchanger is warranted for seven (7) years following the Effective Date for parts only, and one (1) year following the Effective Date for labor.
<b>E3T Single-Phase Pool and Spa Heater Models: 0005*, 0011*, 0018*, 0027*</b> <b>E3T 3-Phase Commercial Pool Heater Models: 0018, 0024, 0030, 0045 and 0054</b>	One (1) year following the Effective Date labor and parts. Notwithstanding the foregoing, the electrical heating element of the Heater is warranted for only ninety days (90) following the Effective Date.

\* THIS EXTENDED WARRANTY PERIOD IS NOT AVAILABLE FOR HEATERS INSTALLED ANYWHERE OTHER THAN A SINGLE-FAMILY RESIDENTIAL DWELLING, AS THIS HEATER IS NOT INTENDED FOR COMMERCIAL INSTALLATION.

## LABOR AND SHIPPING COSTS

This Limited Warranty covers the reasonable cost of labor, where noted, for repairs or replacements covered by this Limited Warranty, provided that said repairs or replacements are performed by a Raypak designated service provider during the Warranty Period and Raypak has pre-authorized said repair or replacement. This Limited Warranty does NOT cover any travel time or other labor costs. There shall be no coverage of labor or parts costs or reimbursement for labor or parts costs if the repairs are performed by a service provider that is not designated by Raypak or are performed before Raypak has authorized the repair or replacement. Furthermore, unless applicable laws and regulations provide otherwise, this Limited Warranty does NOT cover any shipping costs to and from the service provider or to or from the installation site, freight costs, installation fees and costs, cost of fuel, and/or service labor. All of the foregoing costs and expenses are your responsibility, unless applicable laws and regulations provide otherwise.

## CONDITIONS AND EXCLUSIONS

The Limited Warranty applies only to the original owner of the Heater. This Limited Warranty also only applies to a Heater that is: (i) originally installed with a pool or spa in any of the contiguous 48 states of the United States of America or Hawaii or within any of the provinces and territories of Canada, (ii) installed by an installer that is licensed in accordance with applicable state, provincial, territorial, and local laws and regulations; (iii) installed in accordance with applicable local codes and ordinances, good trade practices, and the manufacturer's installation instructions; and (iv) still installed at its original place of installation with the original pool or spa of installation.

This Limited Warranty does NOT apply

1. If the Heater has been moved from its original place of installation, or if the original owner no longer owns the property where the original installation was made;
2. If the Heater is not properly installed by an installer that is licensed in accordance with applicable laws and regulations;
3. If the Heater is not properly installed in accordance with applicable local codes and ordinances, good trade practices, and the manufacturer's installation instructions;
4. If the rating plate(s) or serial number(s) are altered or removed;
5. If the Heater is modified in any way, or non-factory authorized accessories or other components are used in conjunction with the Heater;
6. To damage, malfunctions or failures resulting from failure to properly install, operate or maintain the Heater in accordance with the manufacturer's instructions;
7. To damage, malfunctions or failures resulting from abuse, act of nature, accident, fire, flood, freeze, lightning or the like;
8. To damage, malfunctions or failures resulting from the intrusion of animals, reptiles, insects, debris or the like;
9. To damage, malfunctions or failures resulting from [or due to] connected system control devices or third-party accessories;
10. To damage, malfunctions or failures resulting from refrigerant or other expendable materials or replacement of the same.
11. To performance problems caused by improper sizing of the electric service voltage, wiring or fusing;
12. To performance problems caused by using the heater in undersized or oversized applications (using the right input rate heater for a given volume of water) and water temperatures below 50 degrees Fahrenheit (10 degrees Celsius);
13. To use of any attachment, including without limitation, any energy saving device not authorized by the manufacturer;
14. To damage, malfunctions or failures resulting from misuse or neglect, including but not limited to, freeze-ups, operating the Heater with the cabinet door off, having flow restrictions or obstructions between the Heater outlet and the pool/spa, electrolysis due to an improperly installed salt chlorine generator, or not maintaining a proper chemical balance (PH level must be between 7.3 and 7.8 and total alkalinity between 80 and 150 PPM. Total dissolved solids (TDS) must be no greater than 3000 PPM. In saltwater chlorinated pools TDS must be no greater than 6000 PPM. Refer to your product owner's manual for chemical balance relative to type of pool.

15. To damage caused due to the presence of any corrosive or combustible chemicals in the vicinity of the heater;
16. To Raypak-supplied ProTek Shield™, which is not covered under any warranty (The ProTek Shield is a sacrificial protection device and will need to be replaced as part of routine service. Damage caused to the heater due to a depleted ProTek Shield that has not been replaced may affect the warranty of the heat exchanger); and
17. To the following Heater models if the Heater is installed anywhere other than a single-family residential dwelling, as these Heaters are not intended for commercial installation: (a) AVIA Models 264 and 404; (b) Pool and Spa Heater Models 106A, 156A, 206A, 266A, 336A, 406A, 207A, 267A, 337A, and 407A; (c) Crosswind Heat Pump Pool Heater Models 30-I, 40-I, 50-I, and 65-I; and (d) E3T Pool and Spa Heater Models 0005, 0011, 0018, and 0027.

**HOW TO MAKE A WARRANTY CLAIM**

The original owner, upon discovery of the defect, must provide proof of purchase, model number, serial number, and date of installation to the dealer from whom he or she purchased the Heater. The dealer will contact Raypak for instructions regarding the claim and to determine the location of the nearest authorized service center. If the dealer is not available, the original owner must provide proof of purchase, model number, serial number, and date of installation to Raypak. Raypak may be contacted as follows:

	<b>For Products Installed in the United States and Puerto Rico:</b>	<b>For Products Installed in Canada:</b>
<b>E-mail:</b>	<b>warranty@raypak.com</b>	<b>Canada.warranty@rheem.com</b>
<b>Phone Number:</b>	(805)-278-5300	(800)-268-6966
<b>Address:</b>	2151 Eastman Avenue Oxnard, CA 93030	125 Edgeware Road, Unit 1 Brampton, Ontario L6Y 0P5

When making a claim please be ready to supply the model number, serial number, date of original installation and a description of the problem. Proper authorization MUST be obtained PRIOR to any repairs or replacements for this Limited Warranty to apply. This Limited Warranty is VOID if the Heater is repaired or altered in any way by ANY persons, entities, or agents other than those authorized by Raypak or if the Heater is repaired or altered in any way BEFORE Raypak authorizes the repair or replacement. Upon receipt of a claim, Raypak shall decide whether to repair or replace the Heater or any of its component parts. Raypak reserves at all times the right to inspect the Heater in order to verify any claimed defect. Raypak also reserves the right to have its representatives inspect the Heater, at the place of installation or at Raypak’s factory or service center, to verify the claimed defect before determining whether the Heater is covered under this Limited Warranty and/or whether to repair or replace the Heater or any of its component parts.

**DISCLAIMER OF IMPLIED WARRANTIES AND REPRESENTATIONS**

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY RAYPAK IN CONNECTION WITH THE HEATER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RAYPAK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEATER. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO NINETY (90) CALENDARS DAYS FOLLOWING THE EFFECTIVE DATE OR THE SHORTEST PERIOD ALLOWED BY LAW, WHICHEVER IS LESS.**

**Some jurisdictions do not allow limitations on the duration of implied warranties of merchantability or fitness, so this limitation may not apply to you.**

**DISCLAIMER OF REPRESENTATIONS OUTSIDE WARRANTY**

Raypak makes no representations about the quality, durability, or need for service or repair of this heater other than the representations contained in this limited warranty. No one is authorized to make any other warranties or representations on Raypak’s behalf.

**LIMITATION OF LIABILITY**

**RAYPAK'S SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. RAYPAK SHALL HAVE NO LIABILITY, INCLUDING ANY LIABILITY FOR WATER LEAKAGE, WHETHER UNDER THIS LIMITED WARRANTY OR IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, FOR CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE EXPRESSLY EXCLUDED. Some jurisdictions do not allow for the exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

**This limited warranty gives you specific legal rights, and you may also have other rights which may vary from state to state in the United States or in each province and territory of Canada.**

**DO NOT RETURN THIS DOCUMENT TO RAYPAK. KEEP IT WITH YOUR POOL HEATER OR BUSINESS RECORDS.**

Registration your product online at [www.raypak.com/warranty](http://www.raypak.com/warranty)

