Catalog Number: 6000.96 Effective December 1, 2009

LIMITED WARRANTY HEAT PUMP POOL HEATERS All R410A Models

SCOPE

Raypak, Inc. (Raypak) warrants to the original owner that the Heat Pump Pool Heater sold with this limited warranty certificate (the "Heater"), when installed in the contiguous 48 states or Hawaii with a pool or spa by a properly licensed installer, will be free from defects in materials and workmanship under normal use and service for the Applicable Warranty Period. In accordance with the terms of this Limited Warranty, Raypak will, at its option, repair or furnish a replacement for any defective part if it fails in normal use and service during the Applicable Warranty Period. The repair or replacement will be warranted for only the unexpired portion of the original Applicable Warranty Period.

EFFECTIVE DATE

The Effective Date of this Limited Warranty is the date of original installation if properly documented; if you are not able to provide documentary proof of the date of original installation, the Effective Date will be the date of manufacture plus 30 days. All Applicable Warranty Periods specified in this Limited Warranty are measured from the Effective Date.

APPLICABLE WARRANTY PERIODS

If the Heater is installed in a single family residential dwelling, the Applicable Warranty Periods are: one (1) year for labor and five (5) years for parts, with no labor coverage in the second through fifth years. If the Heater is installed anywhere other than a single family residential dwelling, the Applicable Warranty Period for the Heater and its parts is only one (1) year, parts and labor.

LABOR AND SHIPPING COSTS

This Limited Warranty covers the normal cost of Raypak authorized labor for repairs or replacements that have labor coverage under this Limited Warranty, <u>provided that</u> said repairs or replacements are performed by a Raypak designated service provider during the Applicable Warranty Period. Do <u>not</u> attempt to repair or replace any in-warranty product or component part(s) without prior authorization from Raypak. This Limited Warranty does **NOT** cover refrigerant or other expendable materials. This Limited Warranty does **NOT** cover any travel time or any other labor costs. This Limited Warranty does **NOT** cover any shipping costs to and from Raypak's designated service provider or to or from the installation site. All of the foregoing costs and expenses are your responsibility.

WARRANTY EXCLUSIONS

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;
- if the Heater is not properly installed with a pool or spa by a qualified licensed installer in accordance with applicable local codes and ordinances, good trade practices, and the manufacturer's installation instructions;
- 3. if the rating plate(s) or serial number(s) are altered or removed;
- 4. if the Heater is modified in any way, or if non-factory authorized accessories or other components are used in conjunction with the product;
- 5. to conditions including damage, malfunctions or failures resulting from failure to properly install, operate or maintain the Heater in accordance with the manufacturer's instructions;
- 6. to conditions including damage, malfunctions or failures resulting from abuse, act of nature, accident, fire, flood, freeze, lightning or the like;
- to conditions including damage, malfunctions or failures resulting from connected system control devices:

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- 8. to conditions including performance problems caused by improper sizing of the Heater or electric service voltage, wiring or fusing:
- 9. to conditions including damage, malfunctions or failures resulting from any alteration, including the use of any attachment, including without limitation any energy saving device, not authorized by the manufacturer;
- 10. to damage to the compressor resulting from water incursion due to a heat exchanger failure;
- 11. to conditions including 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.

HOW TO MAKE A WARRANTY CLAIM

You should immediately notify Raypak at 800-260-2758, supplying model number, serial number, date of original installation and a description of the problem. Proper authorization MUST be obtained PRIOR to any repairs for the Limited Warranty to apply. This Limited Warranty is VOID if the product is repaired or altered in any way by ANY persons or agencies other than those authorized by Raypak. Raypak reserves the right at all times to inspect, or require the return of, the defective Heater or component part and to verify warranty coverage at its factory. Warranty service CANNOT be initiated until the status of the warranty coverage has been established.

EXCLUSIVE WARRANTY-LIMITATION OF LIABILITY

The Limited Warranty is the only warranty for this Heater and its component parts given by Raypak. No one is authorized to make any other warranties on Raypak's behalf. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIODS SPECIFIED IN THIS LIMITED WARRANTY. RAYPAK'S SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. IT IS AGREED THAT RAYPAK SHALL HAVE NO LIABILITY WHETHER UNDER THIS LIMITED WARRANTY OR IN CONTRACT, TORT OR NEGLIGENCE OR OTHERWISE FOR CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING NO LIABILITY FOR DAMAGE FROM WATER LEAKAGE), ALL OF WHICH ARE EXPRESSLY EXCLUDED, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states do not allow limitations on how long an implied warranty lasts, or 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 VARY FROM STATE TO STATE. We suggest you immediately record the model and serial number and date of original installation and retain this Limited Warranty Certificate in the event warranty service is needed.

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

Name of Owner	Name of Installer
Owners Address	Installers Address
Date of Heater Installation	Telephone Number of Installer
Model Number of Your Heater	Serial Number of Your Heater