

## **UPDATED HEAT PUMP WARRANTY EFFECTIVE 1/1/08**

## LIMITED WARRANTY

For two (2) years from the date of purchase, Wayne Water Systems, d/b/a Aqua Pro Systems ("AquaPro") will repair or replace, at its option, for the original owner any parts of its Heat Pumps ("Product") which are found upon examination by AquaPro to be defective in materials or workmanship. This Limited Warranty covers labor for a period of two (2) years for Product installed and sold within the state of Florida, for two (2) years for Product installed and sold within the state of Arizona, and for one (1) year for Product sold and installed in all other states of the United States.

For five (5) years from the date of purchase, AquaPro will repair or replace, at its option, for the original owner, the compressor (part only), found upon examination by AquaPro to be defective in materials or workmanship. For five (5) years from the date of purchase, AquaPro will repair or replace, at its option, for the original owner, the Titanium Coils (part only), found upon examination by AquaPro to be defective in materials or workmanship. Therefore, this warranty for the Titanium heat exchanger will NOT be void due to unbalanced or improper pool chemistry.

Please call AquaPro at 1-877-AQUASYS (1-877-278-2797) for instructions. Be prepared to provide the model number and serial number when exercising this limited warranty.

Purchaser must pay all transportation charges on Products or parts submitted for repair or replacement.

All non-warranty service charges are the responsibility of the original owner. Failure to pay for non-warranty service charges will void this Limited Warranty.

This Limited Warranty does not cover Products that have been damaged as a result of accident, abuse, misuse, neglect, improper installation, improper maintenance or failure to operate in accordance with AquaPro's written instructions. All maintenance and service must be performed by service agents approved by AquaPro. Any unauthorized alteration or repairs will void this Limited Warranty.

THERE IS NO OTHER EXPRESS WARRANTY. IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE (1) YEAR FROM THE DATE OF PURCHASE. THIS IS THE EXCLUSIVE REMEDY AND ANY LIABILITY FOR ANY AND ALL INDIRECT OR CONSEQUENTIAL DAMAGES OR EXPENSES WHATSOEVER IS EXCLUDED.

Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusions or limitations of incidental or consequential damages, so the above limitations might not apply to you. This limited warranty gives you specific legal rights, and you may also have other legal rights which vary from state to state. In no event, whether as a result of breach of contract warranty, tort (including negligence) or otherwise, shall AquaPro or its suppliers be liable for any special, consequential, incidental or penal damages including, but not limited to loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of buyer's customers for such damages.

This Limited Warranty does not include freight charges for equipment or component parts, to and from the factory, services such as maintenance or inspection, repair or damage due to negligence such as freezing conditions, incorrect installation, nor acts of God. It also does not include refrigerant or other expendable materials. The liability of AquaPro Systems shall not exceed the repair or replacement of defective parts under this Limited Warranty. This Limited Warranty also does not include unnecessary service calls due to erroneous operational reports, external valve positions, or electrical service. If a nonwarranty service call is made, and the homeowner is unwilling to pay for the service call, this Limited Warranty will be voided. This Limited Warranty is voided if the product is repaired or altered by any persons or agencies other than those authorized by AquaPro Systems. This Limited warranty applies only within the continental USA. For warranty outside the continental USA, contact AquaPro Systems.

You MUST retain your purchase receipt along with this form. In the event you need to exercise a warranty claim, you MUST present a copy of the purchase receipt at the time of service. Please call AquaPro Systems at 1-877-278-2797 for service or return authorization and instructions.