

12. WARRANTY

LIMITED WARRANTY (Inverter Models Only)

CROSSWIND SIDE-DISCHARGE HEAT PUMP POOL HEATERS (All Models) United States (48 Contiguous States and Hawaii)

SCOPE OF WARRANTY

Raypak, Inc. ("Raypak") warrants to the original owner that the Crosswind Side-Discharge Heat Pump Pool Heater sold with this limited warranty certificate (the "Heater"), when installed in any of the contiguous 48 states of the United States of America 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 of the Heater that 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 thirty (30) days after date of purchase, not to exceed one (1) year after date of manufacture. All Applicable Warranty Periods specified in this Limited Warranty are measured from the Effective Date.

APPLICABLE WARRANTY PERIOD – UNREGISTERED

If the Heater is installed with a pool or spa, the Applicable Warranty Period is ninety (90) days from the Effective Date, parts and labor, for the Heater and component parts.

EXTENDED WARRANTY PERIOD – SERVICE PROFESSIONAL/BUILDER

If the Heater is installed by a properly licensed installer in a pool or spa in a single family residential dwelling (with the installation receipt attached to the registration) and registered with Raypak (www.raypak.com) within ninety (90) days of the Effective Date, then the Applicable Warranty Periods are one (1) year parts and labor, and two (2) years for parts only, with no labor coverage in the second year. Notwithstanding the foregoing, the titanium tube component of the titanium heat exchanger is warranted for seven (7) years from the Effective Date, with no labor coverage in the second through seventh years. If the Heater is installed anywhere other than a single family residential dwelling, then the Applicable Warranty Period for the Heater and its parts is limited to one (1) year, parts and labor.

LABOR AND SHIPPING COSTS

This Limited Warranty covers the reasonable cost of labor 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 Applicable Warranty Period and Raypak has pre-authorized said repair or replacement. This Limited Warranty does **NOT** cover refrigerant or other expendable materials. This Limited Warranty does **NOT** cover any travel time or other labor costs. Furthermore, unless applicable state law provides otherwise, 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, unless applicable state law provides otherwise.

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;
2. 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;

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5. to damage, malfunctions or failures resulting from failure to properly install, operate or maintain the Heater in accordance with the manufacturer's instructions;
6. to damage, malfunctions or failures resulting from abuse, act of nature, accident, fire, flood, freeze, lightning or the like;
7. to damage, malfunctions or failures resulting from connected system control devices, including improperly installed salt chlorine generators;
8. to performance problems caused by improper sizing of the Heater or electric service voltage, wiring or fusing;
9. to 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, 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 (For Inverter Models Only)

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 PROVIDED BY RAYPAK IN CONNECTION WITH THE HEATER AND ITS COMPONENT PARTS. 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, 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.

Register your product at www.raypak.com/warranty