Hayward Pool Heater Certificate of Limited Warranty

Limited heater warranty:

TERMS AND COVERAGE: We warrant our pool heater to be free from defects in workmanship and materials under normal use and service. Pursuant to this warranty and subject to the Conditions and Exceptions indicated below:

1. We will replace (cost of freight, installation, cost of fuel, and service labor at user's expense) with the prevailing comparable model, or, at our option, repair any pool/spa heater that leaks under normal use and service within one year from the date of original installation for all users.

2. In addition, we will replace (cost of freight, installation, cost of fuel, and service labor at user's expense) or, at our option, repair any part or parts of the pool/spa heater which malfunctions under normal use and service within one year from the date of original installation for all users.

LIMITATION ON IMPLIED WARRANTIES: WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES FOR BREACH OF ANY WRITTEN OR IMPLIED WARRANTY OF THIS PRODUCT. Implied warranties, including the WARRANTY OF MERCHANTABILITY and all other implied warranties that may arise from course of dealing or usage of trade imposed on the sale of this heater under laws of the state are limited in duration to the term of one (1) year for all users. There are no warranties which extend beyond the description on the face hereof. We shall not in any event be held liable for any special, indirect, or consequential damages.

EXPENSE OF DELIVERY AND INSTALLATION: Each pool heater or replacement part to be furnished under this warranty shall be furnished at our nearest distribution center. We shall not pay, nor be responsible for shipping or delivery charges to the place of installation, nor for labor charges or other costs of removal or installation. Each defective heater or part replaced under this warranty shall become our property, and as such, must be returned to our distribution center with transportation charges paid by the user. Any replacement pool heater furnished under this warranty shall remain in warranty only for the unexpired portion of this warranty.

CONDITIONS AND EXCEPTIONS: This warranty applies only to the pool/spa at its original place of installation and only for the original owner. It does not apply if the pool heater is installed in violation of any applicable code or ordinance, or is not installed, operated and maintained in accordance with our instructions, or is misused, damaged by accident, weather, act of God, freezing, water void and/or excess pressure, altered or disconnected. It does not apply with respect to:

1. A heater not equipped with Certified C.S.A. limit controls or equivalent pressure relief valve.
2. A heater operated with settings in excess of, and/or with fuel not conforming to those shown on rating plate;
3. A heater on which the serial numbers have been altered, defaced, or removed.
4. Leaks arising from defective installation;
5. Production of noise, odors, or discoloration (rusty, etc.) water;
6. Leakage substantially contributed to by sediment, lime precipitate and/or higher than normal dissolved solids (pH above 7.8) in the tank, copper tubing, or water ways;
7. Leakage caused substantially contributed to by corrosive elements in the atmosphere (such as the storage of chlorine or other chemicals);
8. Leakage caused substantially contributed to by corrosive pool water in an acid condition (pH below 7.2); and
9. Damage caused substantially contributed to by an external source of energy.

LIMITED 1 YEAR POOL/SPA/HOT TUB HEATER CLAIM FORM

Model No. __________ Serial No. __________

Purchaser's Name ________________________________

Installation Address ______________________________

City/State/Zip ______________________________

Single Family Residential Use Yes No If no, fill in use ________

Dealer's Name ______________________________

Address ______________________________

Date of Installation ______________________________

Note to Dealer: Fill in the following information on replacement heater.

Model No. __________ Serial No. __________ Date Installed __________

HAYWARD POOL PRODUCTS, INC.

Hayward Pool Products, Inc. 900 Fairmont Avenue

Hayward Pool Products, Inc. 2875 Pomona Boulevard

Hayward Pool Products, Inc. 2880 Plymouth Drive

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