LIMITED WARRANTY

Inter-Fab, Inc. will repair or replace, at its option, any product manufactured by Inter-Fab, Inc. that fails during the applicable warranty period because of a manufacturing or material defect; provided that the defect is not the result of improper installation, improper use or care, negligence, alterations or modifications to the product, or natural accidents (acts of God). The applicable warranty period for products manufactured by Inter-Fab, Inc. is three (3) years from the date of retail purchase, except as specified below:

Echoes of Nature™ products are individually handcrafted and painted by skilled artisans and as a result, dimensional differences and color variations are normal and are not a basis for warranty coverage. The warranty period for pumps sold with the Echoes of Nature™ products is three (3) years from the date of retail purchase.

Water Sports™ sports equipment warranty periods are as follows: Volleyball Poles, Basketball Poles, Basketball Rim, and Basketball Backboard are one (1) year from date of retail purchase. Volleyball, Volleyball Net, Basketball, Basketball Net, and pumps are warranted for ninety (90) days from date of retail purchase.

The Board Fall, Board Fall-L (LED), and Board Fall-F (fiber optic) water features, used for the Jump & Splash™, T7™ and aquaBoard™ products, have a warranty period of one (1) year from the date of retail purchase.

Zoomerang™ slide products warranty period is one (1) year from the date of retail purchase.

Build Your Own Slide™ (BYOS™), Build Your Own Slide 2™ (BYOS 2™), Garden Ride Series™, Pool/Spa Table™, Pool/Spa Seat™, and Pool Lifestyle™ products warranty periods are one (1) year from the date of retail purchase.

City 2™ Slide and City Base™ products warranty period are one (1) year from the date of retail purchase.

i-Lift™ products warranty period are two (2) years from the date of original shipment. The battery, charger, receiver (control box on i-Lift), transmitter (remote), and actuator have a warranty period of one (1) year from the date of original shipment.

Unless expressly stated otherwise all products manufactured by Inter-Fab are for residential installation (single family residence) inground pool use only. Inter-Fab, Inc. expressly disclaims any and all warranties and liability arising from the installation or use of its residential products for any non-residential use such as semi-public, public, or commercial applications. Products expressly manufactured for commercial installation and use will be subject to this limited warranty.

This limited warranty is in lieu of all other warranties, whether express or implied. Inter-Fab, Inc. disclaims any warranty of merchantability or fitness for a particular use, and noninfringement in relation to any of its products and Inter-Fab, Inc. is not liable for consequential, incidental or specific damages. This warranty is limited to the repair or replacement of the manufacturing or material defect, or refund of the original purchase price, whichever is less, at the sole option of Inter-Fab, Inc., and expressly does not cover any labor or reinstallation expenses related to the replacement of any and all Inter-Fab products. This limited warranty shall be the sole and exclusive remedy of irrespective of whether the claims are made in contract, tort, warranty, law, equity or by statute.

This warranty is to the original purchaser of the product only. Inter-Fab’s limited warranty is neither transferable nor portable from consumer to consumer. The effective coverage date begins at the date of retail purchase. Product owner or representative must notify Inter-Fab, Inc. (or its wholesale agent) in writing, giving a full description of the nature of the product defect or failure along with proof of purchase, serial number[s] of the product and photos within thirty (30) days of the expiration of the applicable warranty period. Inter-Fab, Inc. reserves the right to physically inspect damaged or defective products or components to determine the cause of the damage or defect, prior to authorizing repair or replacement of its products.