

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. Every 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 discolored (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 . . . tubes, 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 or contributed to by corrosive pool water in an acid condition (pH below 7.2);
9. Damage caused substantially or contributed to by an external source of energy;

10. A pool/spa heater is a water containing device. Leakage of water from this device can be expected at some time due to malfunction or the limitations of the service life of various components. Do not install this product where such leakage can cause damage. MANUFACTURER IS NOT RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY SUCH DAMAGE.

IN NO CASE ARE WE TO BE HELD LIABLE FOR DAMAGE TO SURROUNDING AREA OR PROPERTY CAUSED BY LEAKAGE OR MALFUNCTION.

HOW TO CLAIM UNDER THIS WARRANTY: The original owner, upon discovering the defect, must present the attached completed warranty claim card with proof of purchase either to the dealer or notify the Company in writing at either address:

Hayward Pool Products, Inc.
900 Fairmount Avenue
Elizabeth, NJ 07207

or
Hayward Pool Products, Inc.
2875 Pomona Boulevard
Pomona, CA 91768

Upon receipt of such notification we shall decide whether to repair such parts or replace any pool heater, reserving at all times the right to inspect in order to verify any claimed defect. We also reserve the right to have our representatives make any inspections, repairs, or to furnish replacements. This warranty is intended as a legally binding obligation of the Company, enforceable in the courts. This warranty may give you specific legal rights which may vary from state to state.

LIMITATION ON LIABILITY: All intended representations have been expressly set forth in this document. This warranty may not be extended by oral or any other additional representations, written sales information, drawings, or other malfunction, is strictly limited to repair or replacement of the defective heater or part, as provided herein and the Company is not responsible hereunder for incidental or consequential or incidental costs or damages. The company neither assumes, nor authorizes any person or firm to assume for us, any further liability or obligation in connection with the sale, installation, use, maintenance, or existence of the heater.

SAFETY WARNING: Pool heaters are heat producing appliances and to avoid damage or injury in the event of possible overheating of the outer jacket (1) no materials should be stored against the jacket and (2) care should be taken to avoid unnecessary contact (especially by children) with the jacket. When lighting a gas heater, the lighting instructions must be followed exactly to prevent "flash-back" of excess gas in the heater. Electronic ignition heaters and electric heaters must have the power shut off when making adjustments to, servicing, or coming into contact with the heater. UNDER NO CIRCUMSTANCES SHOULD FLAMMABLE MATERIALS, SUCH AS GASOLINE OR PAINT THINNERS, BE USED OR STORED IN THE VICINITY OF THE HEATER OR IN ANY LOCATION FROM WHICH FUMES COULD REACH THE HEATER. For your comfort, enjoyment and safety, please read the enclosed operating instructions carefully.

FireTile™ five year limited warranty:

TERMS AND COVERAGE: This warranty is an extended warranty applicable to the FireTile™ components used in the conditions, limitations, and exceptions of the regular pool heater limited warranty remain in force, apply to this warranty, and are incorporated herein by reference.

Under the terms of this special FireTile™ limited warranty, we will replace (cost of freight, installation, cost of fuel, and service labor at user's expense) any components of your pool/spa heater made of FireTile™ which fail from defects in workmanship and materials under normal use and service in a single family residential application for a period of five (5) years.

USE THIS FORM ONLY FOR MAKING A CLAIM

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 Fairmount Avenue
Elizabeth, NJ 07207

Hayward Pool Products, Inc.
2875 Pomona Boulevard
Pomona, CA 91768

Hayward Pool Products, Inc.
2880 Plymouth Drive
Oakville, Ontario L6H 5R4

Hayward S.A.
Zoning de Jumet
B6040 Jumet, Belgium