RAYPAK POOL HEATER LIMITED WARRANTY

SCOPE OF WARRANTY

Raypak, Inc. ("Raypak") warrants to the original owner that the below model pool and spa heater (the "Heater") when installed in the contiguous 48 states of the United States of America or Hawaii and Puerto Rico or within any of the provinces and territories of Canada 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. The foregoing warranty will extend to subsequent owners solely as required by applicable state law. Under this Limited Warranty, Raypak will, at its option, repair or furnish a replacement for any defective part of the HEATER. The repair or replacement will be warranted for only the unexpired portion of the original Applicable Warranty Period (as defined below).

Pursuant to this Limited Warranty and subject to the Conditions and Exclusions indicated below, Raypak will, at its option, repair or replace (cost of freight, installation, cost of fuel, and service labor at owner's expense) any part of the Heater (or at Raypak's option, the entire Heater) that malfunctions that under normal use and service within the Applicable Warranty Period. **YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN**. In the event of a repair or replacement pursuant to this Limited Warranty, the repaired or replacement part/parts/ Heater will be warranted for only the unexpired portion of the original Warranty Period; however, your warranty will be extended for any time your Heater is being repaired or retained for work being performed under the warranty. All Heaters or component parts that are replaced will become the property of Raypak.

EFFECTIVE DATE

The Effective Date of Warranty coverage is the date of original installation if properly documented with proof of installation by a licensed contractor; otherwise, it is the date of manufacture plus 30-days. All Applicable Warranty Periods specified in this Limited Warranty are measured from the Effective Date.

APPLICABLE WARRANTY PERIOD

If the HEATER is installed with a pool or spa, the Applicable Warranty Period is as set forth below with respect to each specific model.

MODELS	WARRANTY PERIOD
AVIA Standard Models with copper and HD models with NiTek heat exchanger: 264*, 404*	Three (3) years following the Effective Date for parts and labor.
Pool and Spa Heater Models: 106A, 156A*, 206A*, 266A*, 336A, 406A*	Two (2) years following the Effective Date for parts and labor.
ASME Pool and Spa Heater Models: 206A, 207A, 266A, 267A, 336A, 337A, 406A, 407A	One (1) year following the Effective Date for parts and labor.



MODELS	WARRANTY PERIOD
Professional Pool and Spa Heater Models: Professional digital heaters 408A, SR-410	Three (3) years following the Effective Date for parts and labor.
Heat Pump Pool Heater Models: Crosswind V, 4550, 5550, 6550, 6550EHC, 8550, 8550EHC and Professional Series PS9350ti, PS9353ti, PS10353ti, PS10354ti, PS10355ti	Two (2) years following the Effective Date for labor and seven (7) years following the Effective Date for parts. Notwithstanding the foregoing, the titanium tube compo- nent of the titanium heat exchanger is warranted for ten (10) years following the Effective Date for parts and two (2) years following the Effective Date for labor.
Crosswind Horizontal Discharge Heat Pump Pool Heater Models: 50-I*, 65-I*	One (1) year following the Effective Date for labor and two (2) years following the Effective Date for parts only. Notwithstanding the foregoing, the titanium tube com- ponent of the titanium heat exchanger is warranted for seven (7) years following the Effective Date for parts only, and one (1) year following the Effective Date for labor.
E3T Single-Phase Commercial Pool and Spa Heater Models: 0005, 0011, 0018, 0027 E3T 3-Phase Commercial Pool Heater Models: 0018, 0024, 0030, 0045, 0054	One (1) year following the Effective Date labor and parts. Notwithstanding the foregoing, the electrical heat- ing element of the Heater is warranted for only ninety days (90) following the Effective Date.

* IF THE HEATER IS INSTALLED ANYWHERE OTHER THAN A SINGLE FAMILY RESIDENTIAL DWELLING, THE APPLICABLE WARRANTY PERIOD FOR THE HEATER AND COMPONENT PARTS IS LIMITED TO ONLY ONE (1) YEAR FOLLOWING THE EFFECTIVE DATE FOR PARTS AND LABOR. CROSSWIND MODEL 50-I AND 65-I HEATERS WILL RETAIN SEVEN (7) YEAR PARTS COVERAGE FOLLOWING THE EFFECTIVE DATE ON THE TITANIUM TUBE COMPONENT OF THE TITANIUM HEAT EXCHANGER ONLY.





LABOR AND SHIPPING COSTS

This Limited Warranty covers the reasonable cost of labor, where noted, 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 Warranty Period and Raypak has pre-authorized said repair or replacement. This Limited Warranty does NOT cover any travel time or other labor costs. There shall be no coverage of labor or parts costs or reimbursement for labor or parts costs if the repairs are performed by a service provider that is not designated by Raypak or are performed before Raypak has authorized the repair or replacement. Furthermore, unless applicable laws and regulations provide otherwise, this Limited Warranty does NOT cover any shipping costs to and from the service provider or to or from the installation site, freight costs, installation fees and costs, cost of fuel, and/or service labor. All of the foregoing costs and expenses are your responsibility, unless applicable laws and regulations provide otherwise.

CONDITIONS AND EXCLUSIONS

The Limited Warranty applies only to the original owner of the Heater. This Limited Warranty also only applies to a Heater that is: (i) originally installed with a pool or spa in any of the contiguous 48 states of the United States of America or Hawaii and Puerto Rico or within any of the provinces and territories of Canada, (ii) installed by an installer that is licensed in accordance with applicable state, provincial, territorial, and local laws and regulations; (iii) installed in accordance with applicable local codes and ordinances, good trade practices, and the manufacturer's installation instructions; and (iv) still installed at its original place of installation with the original pool or spa of installation.

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 by an installer that is licensed in accordance with applicable laws and regulations;
- 3. If the Heater is not properly installed in accordance with applicable local codes and ordinances, good trade practices, and the manufacturer's installation instructions;
- 4. If the rating plate(s) or serial number(s) are altered or removed;
- 5. If the Heater is modified in any way, or non-factory authorized accessories or other components are used in conjunction with the Heater;
- 6. To damage, malfunctions or failures resulting from failure to properly install, operate or maintain the Heater in accordance with the manufacturer's instructions;
- 7. To damage, malfunctions or failures resulting from abuse, act of nature, accident, fire, flood, freeze, lightning or the like;
- 8. To damage, malfunctions or failures resulting from the intrusion of animals, reptiles, insects, debris or the like;
- 9. To damage, malfunctions or failures resulting from [or due to] connected system control devices or third-party accessories;
- 10. To damage, malfunctions or failures resulting from refrigerant or other expendable materials or replacement of the same.
- 11. To performance problems caused by improper sizing of the electric service voltage, wiring or fusing;
- To performance problems caused by using the heater in undersized or oversized applications (using the right input rate heater for a given volume of water) and water temperatures below 50 degrees Fahrenheit (10 degrees Celsius);
- 13. To use of any attachment, including without limitation, any energy saving device not authorized by the manufacturer;





- 14. 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, electrolysis due to an improperly installed salt chlorine generator, or not maintaining a proper chemical balance (PH level must be between 7.3 and 7.8 and total alkalinity between 80 and 150 PPM. Total dissolved solids (TDS) must be no greater than 3000 PPM. In saltwater chlorinated pools TDS must be no greater than 6000 PPM. Refer to your product owner's manual for chemical balance relative to type of pool.
- 15. To damage caused due to the presence of any corrosive or combustible chemicals in the vicinity of the heater;
- 16. To Raypak-supplied ProTek Shield[™], which is not covered under any warranty (The ProTek Shield is a sacrificial protection device and will need to be replaced as part of routine service. Damage caused to the heater due to a depleted ProTek Shield that has not been replaced may affect the warranty of the heat exchanger); and

HOW TO MAKE A WARRANTY CLAIM

The original owner, upon discovery of the defect, must provide proof of purchase, model number, serial number, and date of installation to the dealer from whom he or she purchased the Heater. The dealer will contact Raypak for instructions regarding the claim and to determine the location of the nearest authorized service center. If the dealer is not available, the original owner must provide proof of purchase, model number, serial number, and date of installation to Raypak. Raypak may be contacted as follows:

	For Products Installed in the United States and Puerto Rico:	For Products Installed in Canada:
E-mail:	warranty@raypak.com	Canada.warranty@rheem.com
Phone Number:	(805)-278-5300	(800)-268-6966
Address:	2151 Eastman Avenue Oxnard, CA 93030	125 Edgeware Road, Unit 1 Brampton, Ontario L6Y 0P5

When making a claim please be ready to supply the model number, serial number, date of original installation and a description of the problem. Proper authorization MUST be obtained PRIOR to any repairs or replacements for this Limited Warranty to apply. This Limited Warranty is VOID if the Heater is repaired or altered in any way by ANY persons, entities, or agents other than those authorized by Raypak or if the Heater is repaired or altered in any way BEFORE Raypak authorizes the repair or replacement. Upon receipt of a claim, Raypak shall decide whether to repair or replace the Heater or any of its component parts. Raypak reserves at all times the right to inspect the Heater in order to verify any claimed defect. Raypak also reserves the right to have its representatives inspect the Heater, at the place of installation or at Raypak's factory or service center, to verify the claimed defect before determining whether the Heater is covered under this Limited Warranty and/or whether to repair or replace the Heater or any of its component parts.

DISCLAIMER OF IMPLIED WARRANTIES AND REPRESENTATIONS

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY RAYPAK IN CONNECTION WITH THE HEATER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, RAYPAK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEATER. ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE SHORTEST PERIOD ALLOWED BY LAW.

Some jurisdictions do not allow limitations on the duration of implied warranties of merchantability or fitness, so this limitation may not apply to you.

DISCLAIMER OF REPRESENTATIONS OUTSIDE WARRANTY

Raypak makes no representations about the quality, durability, or need for service or repair of this heater other than the representations contained in this limited warranty. No one is authorized to make any other warranties or representations on Raypak's behalf.



LIMITATION OF LIABILITY

RAYPAK'S SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. RAYPAK SHALL HAVE NO LIABILITY, INCLUDING ANY LIABILITY FOR WATER LEAKAGE, WHETHER UNDER THIS LIMITED WARRANTY OR IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, FOR CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE EX-PRESSLY EXCLUDED. Some jurisdictions do not allow 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 may vary from state to state in the United States or in each province and territory of Canada.

DO NOT RETURN THIS DOCUMENT TO RAYPAK. KEEP IT WITH YOUR POOL HEATER OR BUSINESS RECORDS.

Registration your product online at www.raypak.com/warranty



