

## LIMITED WARRANTY

Zodiac Pool Systems, Inc. ("Zodiac") warrants Polaris brand products to be free from manufacturing defects in materials and workmanship for a period of one (1) year from the date of retail purchase, with the following exceptions:

- 1. Polaris robotic cleaners are warranted for two (2) years.
- 2. Frames for Polaris ATV®, 280, 360, 380, 480 and 3900S cleaners are warranted for five (5) years.
- 3. Pool cleaner wear-and-tear items including, but not limited to, bags, filter canisters, tires (including track tires), sweep hoses, sweep hose scrubbers, surface disks, shoes, belts, rollers, brushes, and footpads, are not warranted.
- 4. Replacement products, or parts, provided at no charge are warranted only until the original finished good's warranty has expired. Purchased replacement parts are warranted for ninety (90) days from the date of retail purchase, with the exception of electronic salt water chlorine generator cells and electrodes, and "Factory Rebuild Kits" for Polaris pressure cleaners, which are warranted for one (1) year.

Unless otherwise indicated in the relevant product manual or quick start guide, this warranty applies only to products installed and serviced by a contractor who is licensed and qualified in pool equipment by the jurisdiction in which the product will be installed, where such state or local requirements exists. In the event no such state or local requirement exists, the installer and maintainer must be a professional with sufficient experience in pool equipment installation and maintenance. This warranty applies only to products purchased and utilized in the 50 United States and Canada, is limited to the first retail purchaser, is not transferable, and does not apply to products that have been moved from their original installation sites. The liability of Zodiac shall not exceed the replacement of the defective product or its parts, and does not include transportation costs, costs for labor to service or repair the defective product, or any items or materials required to make the repair including, but not limited to, refrigerant and other expendables. Zodiac is not responsible for charges or delays incurred when a service is unable to perform service due to lock outs, animals, intolerable pool or spa water temperature when entry into pool or spa is required to perform service provider may charge the end-user customer for loss and/or usage of water, fuel or other resources resulting from product defect. A third party service provider may charge the end-user customer for parts and/or labor required to resolve any issue not covered under warranty, such as improper installation. Zodiac is not responsible for these charges. Product discoloration, or any other cosmetic or superficial damage or deterioration, regardless of its cause, is not covered by this warranty. This warranty does not cover failures, defects, malfunctions or complaints resulting from any of the following:

- 1. Failure to properly install, operate or maintain the product in accordance with Zodiac's published installation, operation and/or maintenance manuals.
- 2. The workmanship of any installer of the product.
- 3. Use of non-factory authorized parts or accessories in conjunction with the product(s).
- 4. Product modifications or adjustments that are not in accordance with Zodiac's published installation, operation and/or maintenance manuals.
- 5. Not maintaining proper pool and/or spa chemical balance [pH levels between 7.2 and 7.8, with ideal range being between 7.4 and 7.6; Total Alkalinity (TA) between 80 to 120 ppm; Total Dissolved Solids (TDS) less than 2000, not including salt ppm].
- 6. Corrosion, erosion, scaling, calcification or other conditions caused by water hardness, chemical imbalance, or lack of product maintenance.
- 7. Chemical contamination of combustion air; or improper use of pool/spa chemicals, such as introducing chemicals upstream of the heater or cleaner hose, or through the skimmer; or use of copper-based algaecides in conjunction with Nature<sup>2®</sup> products.
- 8. Abuse, damage during transit or installation, mis-handling, tampering, vandalism, alterations, accidents, fires, floods, storms, earthquakes, power surges, lightning, pets or other animals, insects and/or their hives or nests, negligence, or acts of God.
- 9. Not grounding and/or bonding as specified, mis-wiring, loose wiring, cut or kinked wires, loose cable connections, incorrect wire runs, incorrect breaker size, breaker(s) in "off" position, improper wire gauge, moisture in electrical conduit, improper electrical supply, dead batteries, incorrect plumbing, inadequate size of pipe and/or fittings, cross-threading, over-tightening, under-tightening, glue drips or residue, improperly secured covers, improper valve placement or usage, unsynchronized valve actuators, valve actuators in "off" position, improper gas pipe sizing, lack of fuel, inadequate heater vent pipe sizing, programming errors, or removal of in-line filter screens from pool cleaners.
- 10. Freezing, corrosion, cracking, overheating, warping, flooding, moisture intrusion or any other condition caused by or related to weather, climate, improper winterization, improper equipment placement, inadequate ventilation, inadequate water circulation, roof run-off, sprinklers, irrigation systems, or lights or other products on or near the pool/spa or pool/spa equipment pad.
- 11. Operating the product at water flow rates below minimum, or above maximum, specifications. Operating any product or piece of equipment including, but not limited to, pumps, with insufficient quantities of water.
- 12. Improper equipment sizing, or product mis-applications including, but not limited to, unsuitable application of a pool cleaner, or use of residential products on commercial applications.
- 13. Dirty, clogged, blocked, covered or obstructed plumbing, cleaner parts, chlorine generator cells or sensors, pump strainer baskets, pump impellers, heater orifices (including blockage by spider webs), heater grills, doors, flue boxes, flue vents or flue collectors, filter elements, or filter breather tubes.
- 14. Collateral damage caused by failure of any component including O-rings, pump strainer baskets, DE grids, sand filter laterals, or cartridge elements.

This is the only warranty given by Zodiac. No one is authorized to make any other warranties on behalf of Zodiac. IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE EXPRESS WARRANTIES LISTED ABOVE. Some states and/or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Zodiac expressly disclaims and excludes any liability for consequential, incidental, indirect, or punitive damages for breach of any expressed or implied warranty. In no event shall Zodiac be liable for incidental or consequential damages of any nature, including damage to vinyl liners, plaster, aggregate-based pool surfaces, tile, stone, coping, fixtures, skimmers or skimmer covers, plumbing, drains, equipment covers or shelters, landscaping, animals, plants, or dwellings. Some states and/or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. Certain vinyl liner patterns are particularly susceptible to rapid surface wear or pattern removal caused by objects coming into contact with the vinyl surface, including pool brushes, pool toys, floats, fountains, chlorine dispensers, and automatic pool cleaners. Some vinyl liner patterns can be seriously scratched or abraded by rubbing the surface with a pool brush. Ink from the pattern can also rub off during the installation process or when it comes into contact with objects in the pool. Zodiac is not responsible for, and this warranty does not cover, pattern removal, cuts, abrasions or markings on vinyl liners.

This warranty gives you specific legal rights. You may also have other rights that vary by state and/or province. For warranty consideration, contact the original dealer and provide the following information: proof of purchase, model number, serial number, date of retail purchase, and date of installation. The dealer will contact the factory to obtain instructions regarding the claim and to determine the location of the nearest independent service company. If the dealer is not available, you can locate an independent service company in your area by visiting www.polarispool.com, or by emailing our Technical Support department at productsupport@zodiac.com, or by calling our Technical Support department at 800-822-7933. In Canada, visit www.zodiacpoolsystems.ca or www.polarispool.ca or call 888-647-4004, or email the Technical Support Department at customerservicePSC@zodiac.com. All returned parts must have a Returned Material Authorization number to be evaluated under the terms of this warranty.