LIMITED WARRANTY XTHERM PROFESSIONAL SERIES POOL HEATER Models: P1005A thru P4005A

SCOPE OF WARRANTY

Raypak, Inc. (Raypak) warrants to the original owner that the above model gas pool and spa heater (the "Heater") when installed in the 50 states of the United States of America 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. 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.

EFFECTIVE DATE

The Effective Date of Warranty coverage is the date of original installation if properly documented; 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 one (1) year from the Effective Date, parts and labor, for the HEATER and component parts, except that the cupro-nickel heat exchanger will have an Applicable Warranty Period of five (5) years from the Effective Date, with no labor coverage in the second thru fifth years. The stainless steel condensing heat exchanger is ten (10) years from Effective Date, with no labor coverage in the second through tenth years,

LABOR AND SHIPPING COSTS

This Limited Warranty covers the reasonable cost of labor for repairs or replacements covered by this Limited Warranty up to \$1000 per heater, <u>provided that</u> said repairs or replacements are performed by a Raypak designated service provider during the Applicable Warranty Period and Raypak has preauthorized said repair or replacement. This Limited Warranty does not cover any travel time or other labor costs. Furthermore, this Limited Warranty does not cover any shipping costs to and from the service provider or to or from the installation site. All of the foregoing costs and expenses are your responsibility.

WARRANTY EXCLUSIONS

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;
- if the Heater is not properly installed with a pool or spa by a qualified licensed installer in accordance with applicable local codes and ordinances, good trade practices, and the manufacturer's installation instructions. Not to be installed in a closed loop hydronic heating, or potable water heating application;
- 3. if the rating plate(s) or serial number(s) are altered or removed;
- 4. if the Heater is modified in any way, or non-factory authorized accessories or other components are used in conjunction with the Heater;
- 5. to damage, malfunctions or failures resulting from failure to properly install, operate or maintain the Heater in accordance with the manufacturer's instructions;
- 6. to damage, malfunctions or failures resulting from abuse, act of nature, accident, fire, flood, freeze, lightning or the like;
- 7. to damage, malfunctions or failures resulting from connected system control devices;
- 8. performance problems caused by improper sizing of the Heater or electric service voltage, wiring or fusing;
- 9. use of any attachment, including without limitation, any energy saving device not authorized by the manufacturer;

10. 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 7.6 and 7.8 and total alkalinity between 80 and 120 PPM. Total dissolved solids (TDS) must be no greater than 3000 PPM. In salt water chlorinated pools, TDS must be no greater than 6000 PPM).

HOW TO MAKE A WARRANTY CLAIM

You should immediately notify your dealer and provide proof of purchase model number serial number and date of installation. Your 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, please contact Raypak warranty service at 805-278-5300. 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 for the Limited Warranty to apply. This Limited Warranty is VOID if the Heater is repaired or altered in any way by ANY persons or agencies other than those authorized by Raypak.** Raypak reserves the right at all times to inspect, or require the return of, the defective Heater or component part and to verify warranty coverage at its factory.

EXCLUSIVE WARRANTY-LIMITATION OF LIABILITY

THE LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY RAYPAK IN CONNECTION WITH THE HEATER AND ITS COMPONENT PARTS. NO ONE IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES ON RAYPAK'S BEHALF. ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL NOT EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD SPECIFIED ABOVE. RAYPAK'S SOLE LIABILITY WITH RESPECT TO ANY DEFECT SHALL BE AS SET FORTH IN THIS LIMITED WARRANTY. IT IS AGREED THAT RAYPAK SHALL HAVE NO LIABILITY WHETHER UNDER THIS LIMITED WARRANTY OR IN CONTRACT, TORT OR NEGLIGENCE OR OTHERWISE FOR CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING NO LIABILITY FOR DAMAGE FROM WATER LEAKAGE), ALL OF WHICH ARE EXPRESSLY EXCLUDED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR 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 VARY FROM STATE TO STATE.

We suggest you immediately record the model and serial number and date of original installation and retain this Limited Warranty Certificate in the event warranty service is needed.

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

Name of Owner	Name of Installer
Owners Address	Installers Address
Date of Pool Heater Installation	Telephone Number of Installer
Model Number of Your Pool Heater	Serial Number of Your Pool Heater

RAYPAK, INC., 2151 Eastman Avenue, Oxnard, CA 93030 • (805) 278-5300 FAX (800) 872-9725