



## AquaTram® 360 Swimming Pool Lift FIVE (5) YEAR LIMITED WARRANTY

A Division of Pentair Water Pool and Spa, Inc.

AquaTRAM 360 Lift has a **Limited FIVE-YEAR Warranty** on the frames, not including the powder coat finish.

Pentair Water Pool and Spa, Inc. ("Pentair") also warrants to the original end user purchaser that the AquaTRAM 360 Lift ("Lift"), when properly installed in accordance with assembly and installation instructions, and properly used and maintained, shall be free from defects in material and workmanship for a period of five (5) years from the date of original purchase, provided that Pentair receives prompt notice in writing of any claim and satisfactory proof thereof.

This warranty specifically excludes reimbursement for labor to remove, repair, replace or install the Lift or component part thereof and any return freight charges.

These warranties do not cover any damages due to accident, misuse, abuse, negligence or failure to properly maintain any Lift or component part thereof, or normal wear and tear from day to day operations. In the event that any Lift or component part thereof are altered, repaired, or improperly installed or improperly used by anyone without the prior written approval by Pentair, all warranties are void. **IMPORTANT: AMOUNT OF WEIGHT PLACED ON LIFT SHALL NOT EXCEED THE RATED LIFT CAPACITY OF 500 POUNDS (227 KG).**

To initiate a warranty claim, the owner of an AquaTRAM Lift must provide the place of purchase, in writing, with a full description of the Lift, its serial number, the dates of purchase and installation, and the exact nature of the claim. Within thirty (30) days after receipt of a written warranty claim by Pentair, and barring any unforeseen delays, the place of purchase will be notified of Pentair's decision regarding the claim.

If requested by Pentair, any Lift or component part thereof must be returned, freight prepaid, to Pentair's designated factory location or duly appointed distributor for inspection and/or repair or replacement. Pentair will, at its option, refund the purchase price, or repair or replace the Lift or component part thereof, and deliver the repaired Lift or component part thereof or replacement to the buyer of the Lift, freight prepaid to the destination provided for in the original order. Lift or component part thereof returned to Pentair for which Pentair provides replacement under this limited warranty shall become the property of Pentair.

A new warranty period shall NOT be established for the repaired or replaced Lift or component part thereof. Such Lift or component part thereof shall remain under warranty only for the remainder of the original warranty period on the original Lift purchased.

This written limited warranty constitutes the final, complete and exclusive statement of warranty terms. No person or organization is authorized to make any other specific or implied warranties or representations on behalf of Pentair.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO THE LIFT OR COMPONENT PART THEREOF SHALL BE LIMITED TO REPAIR OR REPLACEMENT AT PENTAIR'S DESIGNATED FACTORY LOCATION, OR DULY APPOINTED DISTRIBUTOR, OR SUCH OTHER PLACE AT PENTAIR'S SOLE OPTION. IN NO EVENT SHALL PENTAIR'S LIABILITY EXCEED THE ENTIRE AMOUNT PAID TO PENTAIR BY THE ORIGINAL PURCHASER FOR THE LIFT OR COMPONENT PART THEREOF.

IN NO EVENT SHALL PENTAIR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS FROM ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE.

Pentair Commercial Aquatics™, A Division of Pentair Water Pool and Spa, Inc.

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