Spectrum Aquatics® Warranty

TWO (2) YEAR LIMITED WARRANTY: AQUATIC LIFTS THREE (3) YEAR LIMITED WARRANTY: STAINLESS STEEL DECK EQUIPMENT AND AQUATIC LIFT FRAME

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect mishandling of product, or lack of due to abuse, maintenance and care. Due to the corrosive environments. this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment. excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: <u>Components of products provided by other</u> <u>manufacturers are subject to the original equipment</u> <u>manufacturers (OEM) warranty</u>. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc. What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics® 7100 Spectrum Lane Missoula, MT 59808 info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products[™] control; in no event shall recovery of any kind against Spectrum Products[™] be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.