



**TWELVE (12) YEAR LIMITED WARRANTY
with freeze protection**

WARRANTY:

This is a twelve (12) year limited warranty issued by Solar Pool Supply, hereinafter referred to as "SPS", covering the Swim Lux collectors ("Collector") and components, when purchased for use on residential or commercial solar heating swimming pools. This warranty is non-transferrable and applies only to the original Purchaser and only to its original installation.

TWELVE (12) YEAR LIMITED PARTS WARRANTY ON THE SOLAR COLLECTOR AND COMPONENTS:

When used for its intended purpose and properly maintained, SPS warrants that the collector and components will be free from defect in materials and workmanship in the manufacturing process under normal use for a period of twelve (12) years from the Date of Purchase ("Warranty Period"). During that time, should a Collector or component exhibit a manufacturing defect, SPS will provide a repair method, or at its option replace the defective solar collector with a new solar collector of at least the same quality within a reasonable time and without charge for parts. SPS will be responsible only for the cost of the replacement solar collector. SPS WILL NOT PAY OR BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH INSTALLATION, REMOVAL, TRANSPORTATION (SHIPPING), ANY LABOR COSTS OR ANY OTHER COSTS RESULTING FROM THE FAILURE OF THE COLLECTORS OPERATION.

FREEZE WARRANTY:

Swim Lux collectors are also warranted against freezing, provided they have been installed according to the published installation manual. The Collectors must be drained from water when the pool pump shuts off in areas where freezing occurs.

BONUS LIFETIME LIMITED WARRANTY:

Swim Lux collectors carry a Lifetime Limited Warranty for the original Purchaser for the useful life of the collector. If any Swim Lux collector is found to be defective in material or workmanship subsequent to the initial Twelve (12) Year Warranty, SPS will provide a repair method or at its option replace any solar collector within a reasonable time, so long as the original Purchaser pays fifty percent (50%) of the published MSRP at the time replacement is required. The replacement solar collector will be of at least the same quality as the defective solar collector. SPS WILL NOT PAY OR BE RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH INSTALLATION, REMOVAL, TRANSPORTATION (SHIPPING), ANY LABOR COSTS OR ANY OTHER COSTS RESULTING FROM THE FAILURE OF THE COLLECTORS OPERATION. The Bonus Lifetime Limited Warranty is for the lifetime of the product and to the original Purchaser only.

EXCLUSIONS & LIABILITY LIMITATIONS:

When a solar collector is replaced, any replacement item becomes the original Purchaser's property and the defective solar collector becomes the property of SPS. It is the responsibility of the Purchaser to return the defective solar collector to SPS and pay the cost of transportation (shipping). SPS is not required to release any replacement solar collectors until the defective solar collector has been returned and has been found to be defective. SPS shall be released from all obligations under its warranty in the event (a) that the solar collector has been subject to negligence, misuse, accident, other external causes, improper installation, or if repairs or modifications were made by service personnel without proper certification; (b) that the solar collector was not installed and/or operated in accordance with all local fire codes and plumbing codes, ordinances and regulations; (c) that the solar collector has been used in any instance other than its intended purpose or has not been properly maintained; (d) that the solar collector has been damaged by extraordinary or abnormal weather conditions, person or act of God; (e) that the solar collector's serial number label has been altered, effaced or removed.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPS DOES NOT MAKE AND HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO THE COLLECTOR, INCLUDING, BUT NOT LIMITED TO: MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE FULL EXTENT PERMITTED BY LAW, SPS SHALL NOT BE RESPONSIBLE AND/OR LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS RESULTING FROM ANY BREACH OF THE ABOVE WARRANTY OR UNDER ANY OTHER LEGAL THEORY.

PROOF OF PURCHASE:

It is the responsibility of the original Purchaser to establish the original purchase date for warranty purpose. We recommend that a bill of sale or some other appropriate payment record be kept for that purpose. The following steps should be taken when a warranty claim is being activated:

1. Contact SPS by completing a "warranty claim form", available at <https://solarpoolsupply.com/warranty-claim-form>
2. Provide pictures of the system, including close-up images of the problem areas.