

10333 Windhorst Road, Tampa, FL 33619 (813) 988-2628 • Fax (813) 988-3465 www.nationwideindustries.com

AQUALATCH®Manufacturer's Warranty

Nationwide Industries Tampa, Florida 33619 USA

The AQUALATCH® series latches are designed and manufactured by: Nationwide Industries, Inc.

Note:

Swimming pool gates, fences and their hardware systems are designed to aid and not substitute for adult supervision. To the extent this product is used around a pool, prior to installing, consult local licensing and safety authorities for approvals and/or requirements. The **AQUALATCH**[®] will operate properly only if installed in accordance with instructions.

Maintenance: The AQUALATCH® should be inspected annually, or more frequently if the gate is used often. Use a non-toxic lubricant on all moving parts. Use mild soap & water to clean exterior body or unit. Always remove key upon locking. Occasionally retighten all mounting screws to assure proper operations. Please make sure product is adjusted properly per originally supplied instructions.

Million Cycle Warranty and Liability Limitation

What Does This Warranty Cover? This warranty covers materials and workmanship as well as <u>any loss of functionality</u> in your new AQUALATCH®, with the exceptions stated below.

How Long Does the Coverage Last? This warranty to the original purchaser (end user) runs for the duration of one million cycles of use. Nationwide Industries assumes this is a true lifetime of use on residential applications, and for commercial applications will use an estimate of usage based on each application.

What Does This Warranty Not Cover? This warranty is void in its entirety in the event the AQUALATCH® is tampered with, altered, misused, neglected, damaged, improperly installed or maintained, repaired or attempted to be repaired by an unauthorized person, or used in any manner which is not in accordance with the instructions provided by Nationwide. Nationwide's aggregate liability in damages or otherwise shall not exceed the payment, if any, received by Nationwide for the AQUALATCH® furnished to you which is the subject of a claim or dispute. In no event shall Nationwide be liable, whether in contract, in tort, under warranty, in negligence or otherwise for incidental, consequential, or special damages of any kind whatsoever, howsoever caused.

What Will Nationwide Do? In the event of any defect in material or workmanship or loss of functionality in the product covered under this warranty, Nationwide will replace such AQUALATCH® with a new AQUALATCH® (or, in the event the AQUALATCH® is no longer available, a latch similar thereto) at no charge.

How Do You Get Service? In the event of any defect in material or workmanship, or failure in the **AQUALATCH**® covered under this warranty, please return the **AQUALATCH**® postage paid, together with proof of purchase and a brief written description of the problem to Nationwide Industries, 10333 Windhorst Road, Tampa, Florida 33619, Attention: Customer Service Manager.

How Does State Law Apply? This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

DISCLAIMER

A pool owner or operator is always responsible for the safety of those in or around the pool and, to the extent this product is used around a pool, the manufacturer and supplier of this device cannot and will not accept such responsibility. In addition, the manufacturer and supplier of this device cannot and will not accept responsibility for unauthorized modifications to or for defective or inadequate maintenance of this device. No modification to this device whatsoever is to be made other than with respect to the adjustments outlined in the installation instructions. If this device fails to function properly, it should be returned promptly to the supplier for replacement.