

WHITE KNIGHT HEAT PUMP



This limited warranty (the "Warranty") applies to Oxygen Pools, LLC ("Oxygen") branded or manufactured heat pump pool heater models purchased through an authorized dealer and installed on or after January 1, 2020 in the contiguous United States (the "Warrantied Product(s)"). This Warranty shall begin upon the date of installation by the original owner/user (the "Customer") of a Warrantied Product and must be validated by the Customer's proof of purchase documents (including, without limitation, a receipt or invoice reflecting payment for such Warrantied Product). In the event the date of installation cannot be established, the Warranty shall begin on the thirtieth (30th) day after the date such Warrantied Product was manufactured (as verified by factory production records).

Oxygen Pools warrants to the Customer that the Warrantied Products will be reasonably free from defects in materials and workmanship for the warranty periods, and in accordance with the following terms and conditions of this Warranty:

- 1. Warranty Periods:
- a. Ten (10) year warranty for parts (years 2 thru 10 prorated at 50% off MSRP) and one year warranty for labor, as well as a 10 year warranty on the heat exchanger (part only) of any Warrantied Product.
- 2. Oxygen will, at its option, and its sole obligation under this Warranty shall be to, repair or replace the Warrantied Product without charge, or refund the cost of the Warrantied Product, if, within the applicable warranty period, the Warrantied Product fails or does not perform as warranted solely due to a manufacturing defect, subject to the exclusions set forth in this Warranty. Any repaired or replaced Warrantied Product shall also remain subject to the original warranty period from the date the Warranty begins, and any repair or replacement shall not extend the original warranty period in any manner or start a new warranty period.
- 3. Additional Warranty Information:
- This Warranty includes parts and on-site labor charges to remove, repair or replace defective components, or failure due to workmanship for one year.
- This Warranty does not include transportation charges for delivery of equipment or component parts of a Warrantied Product.
- At its sole discretion, Oxygen reserves the right to replace defective parts of any Warrantied Product with new or refurbished replacement parts.
- At the option of Oxygen, the Customer may be required to return the Warrantied Product to the factory, freight prepaid, for warranty service. This may become necessary if the Warrantied Product was installed in an area not supported by an Oxygen authorized service center.
- Claims for warranty reimbursement must be pre-approved in writing by Oxygen, and must be performed by an authorized service center.

Purchasing original and/or replacement equipment through a non-authorized dealer will void this Warranty, as will the use of parts other than genuine Oxygen parts. This Warranty is applicable only if the Warrantied Product has been installed, operated, stored, used, and maintained expressly and completely in accordance with the Warrantied Products Owner's Manual. Service performed on a Warrantied Product within the Warranty period will void this Warranty for such Warrantied Product unless such service is approved by Oxygen PRIOR to the service being performed and such service is performed by an Oxygen authorized technician.

Repair or replacement during the applicable warranty period shall include reasonable labor charges necessary to repair or replace the defective Warrantied Product, but shall not include applicable consumables including, but not limited to, refrigerant, glue, brazing gases and other consumable material.

Oxygen's liability under this Warranty shall be limited to, and shall not exceed, the repair or replacement value of defective parts of the Warrantied Products under the above-referenced limited warranty term and shall not apply to or cover any malfunction, defect, or damage to the Warrantied Product due or related to:

- the improper or unreasonable installation, operation, use, or maintenance of the Warrantied Product;
- operating the Warrantied Product with the improper voltage intended for the Warrantied Product;
- this product should only be connected to a GFCI power source and may not be connected using an extension cord of any type. The use of an extension cord will void this warranty.
- the placement of the Warrantied Product in conditions not intended for its original use,
- negligence or abuse of the Warrantied Product;
- accidents or acts of God:
- using or attaching to the Warrantied Product accessories not authorized by Oxygen;
- the Customer's failure to monitor or properly maintain pool water balance;
- the installation of a Warrantied Product with a known or visible manufacturing defect at the time of installation;
- dissatisfaction with the appearance of the Warrantied Product; or
- minor conditions, such as stains, scratches, or other similar immaterial defects.
- 4. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY OXYGEN IN CONNECTION WITH THE WARRANTIED PRODUCTS. OXYGEN CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE WARRANTIED PRODUCTS OR ANY OTHER PRODUCTS, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD BY OXYGEN ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY OXYGEN IN WRITING.
- 5. No liability of Oxygen related to any claim made hereunder, including claims for indemnification, shall be greater in amount than the purchase price of the Warrantied Products. IN NO EVENT SHALL OXYGEN BE LIABLE TO CUSTOMER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, STATUTORY, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE WARRANTIED PRODUCT, OR FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY WITH RESPECT THERETO.
- 6. This Warranty does not include or apply to any Oxygen equipment, products, or materials used in a commercial application.
- 7. This Warranty gives the Customer specific legal rights that may vary from state to state, and accordingly, some of the listed conditions and exclusions may not apply to Customers living in certain states. Any dispute between a Customer and Oxygen will be settled by binding arbitration, conducted in Palm Beach County, Florida, under the rules of the American Arbitration Association, and an award of attorney's fees and costs will go to the prevailing party.
- 8. Any questions regarding this Warranty should be addressed to: Customer Support, Attn: Oxygen Warranty Tel: 877-246-9943 or email to info@oxygenpools.com