

## Pool Tiger Warranty

### **5-year Warranty**

Pool Tiger warranties all Pool Tiger products against manufacturing defect and damage due to improper handling by Pool Tiger employees and representatives. This warranty expires 5 years from the date the Pool Tiger product is delivered to the purchaser.

### **Lifetime Warranty**

Our automatic, 5-year warranty may be extended to a Lifetime Warranty simply by registering your purchase of a Pool Tiger product, which can be done on this website.

### Warranty Terms

#### **5-year Warranty**

- I. Terms set forth herein constitute the entirety of the warranty provisions offered by Polar Vortex LLC, dba "Pool Tiger" (Company), to the purchaser and end user (Owner) of any of the following: Pool Tiger, Spa Tiger, Pond Tiger (device) as protection against manufacturing defect.
- II. A 5-year Warranty is automatically granted upon (a) receipt of the device by the Owner, or (b) installation of the device, whichever is first, with no obligation on the part of the Owner to register the purchase of the device with the Company.
- III. Warranty period shall commence on the date the device is (a) received by the Owner at his designated address, or (b) installed on the equipment set of the Owner's pool, spa or pond by a certified dealer or qualified installer, whichever is first, and shall continue for a period of not less than 5 years.
- IV. Warranty shall expire at 12:01 a.m. on the first day after the 5-year period specified above has elapsed.
- V. By this warranty the Company agrees to indemnify the Owner in the event of failure arising from (a) manufacturing defect or (b) damage caused by the Company's designated shipper, should such defect or damage prevent or otherwise inhibit the proper operation of the device, subject to the following limitations and exclusions:
  - A. Indemnification shall be limited to the replacement of the defective or damaged device with a new version of that device as produced by the Company. Any costs incurred by the Owner to (a) remove the defective or damaged device from the equipment set, (b) return the defective or damaged device to the dealer or to the Company directly, (c) install the replacement device or (d) rectify problems in, on or about the pool, spa or

pond, whichever is applicable, arising from failure resulting from defect or damage, are not covered under this warranty.

- B. Proper operation of any device manufactured by the Company can only be achieved when the following conditions are met: (a) device is installed according to the Company's instructions, (b) the pool, spa or pond pump is set to meet or exceed minimal run times and speeds as outlined on the Company's installation instructions, and (c) the pool, spa or pond filter is periodically cleaned and in good working order. Any failure arising from improper installation, lower than recommended pump run times and speeds, unclean, improperly serviced or faulty filter, or any combination of the above, is not covered under this warranty.
- C. Because failure may arise as the result of improper operational procedures and not as the result of defect or damage as covered under this warranty, the Company reserves the right to make an initial determination regarding the cause of failure prior to the device's return to the company. As such, the Company must be notified by the Owner, or the involved dealer acting as the Owner's agent, of a failure and potential warranty claim prior to the device's return. In addition, the Owner or the involved dealer must be willing, prior to the device's return, to provide information as requested by the Company regarding the operation of the pool, spa or pond. Such notification and provision of information may be made by telephone or email to the Company's headquarters, the listings of which are published on the Company's website. Information requested by the Company will include, but not be limited to, the device's serial number, which is located below the label near the UPC number and bar code.

Should the Company, upon receiving notification as specified above, determine that a warranty claim is valid, whether such determination is made prior to or following the device's return, it shall so advise the Owner and the involved dealer, then forward a replacement device to the Owner or the involved dealer, as instructed by the Owner, within 30 days of such advisement. Every effort will be made by the Company to render such determination and forward a replacement device as soon as practicable.

- D. Damage to the device caused by the Owner, dealer or installer, whether the result of an intentional act or negligence, is not covered under this warranty.
- E. Damage to the device caused directly or indirectly by, or arising from, acts of God, such as wind, hail, lightning, tornado, hurricane, flood or other extremes of weather, or damage or loss caused by fire, vandalism, theft or other perils typically covered under a property owners insurance policy, is not covered under this warranty.
- F. Damage due to age, normal weathering or normal wear and tear is not covered under this warranty.

## Lifetime Warranty

- I. Terms set forth herein constitute the entirety of the warranty provisions offered by Polar Vortex LLC, dba "Pool Tiger" (Company), to the purchaser and end user (Owner) of any of the following: Pool Tiger, Spa Tiger, Pond Tiger (device) as protection against manufacturing defect.
- II. A Lifetime Warranty shall be granted to the Owner upon the timely registration of a device by either of the following means: (a) completion and submission of a warranty registration form located on the Company's website, or (b) completion and mailing of a printed, postage-paid card included with the device.
- III. The grant of a Lifetime Warranty requires that the device registration must be received by the Company within 90 days of the date the device is (a) received by the Owner at his designated address, or (b) installed on the equipment set of the Owner's pool, spa or pond by a certified dealer or qualified installer, whichever is first. Owner shall be notified by the Company when a Lifetime Warranty for the registered device has been granted.
- IV. A Lifetime Warranty, once granted, shall be in effect for as long as the Owner (a) has an ownership interest in the pool, spa or pond where the device was initially installed, and (b) is alive.
- V. By this warranty the Company agrees to indemnify the Owner in the event of failure arising from (a) manufacturing defect or (b) damage caused by the Company's designated shipper, should such defect or damage prevent or otherwise inhibit the proper operation of the device, subject to the following limitations and exclusions:
  - A. Indemnification shall be limited to the replacement of the defective or damaged device with a new version of that device as produced by the Company. Any costs incurred by the Owner to (a) remove the defective or damaged device from the equipment set, (b) return the defective or damaged device to the dealer or to the Company directly, (c) install the replacement device or (d) rectify problems in, on or about the pool, spa or pond, whichever is applicable, arising from failure resulting from defect or damage, are not covered under this warranty.
  - B. Proper operation of any device manufactured by the Company can only be achieved when the following conditions are met: (a) device is installed according to the Company's instructions, (b) the pool, spa or pond pump is set to meet or exceed minimal run times and speeds as outlined on the Company's installation instructions, and (c) the pool, spa or pond filter is periodically cleaned and in good working order.

Any failure arising from improper installation, lower than recommended pump run times and speeds, unclean, improperly serviced or faulty filter, or any combination of the above, is not covered under this warranty.

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- E. Damage to the device caused directly or indirectly by, or arising from, acts of God, such as wind, hail, lightning, tornado, hurricane, flood or other extremes of weather, or damage or loss caused by fire, vandalism, theft or other perils typically covered under a property owners insurance policy, is not covered under this warranty.
- F. Damage due to age, normal weathering or normal wear and tear is not covered under this warranty.