

SWIMSMART™

HEAT PUMPS



This limited warranty (the "Warranty") applies to SwimSmart branded or manufactured heat pump pool heater models purchased through an authorized dealer and installed on or after January 1, 2023 in the contiguous United States (the "Warranted Product(s)"). This Warranty shall begin upon the date of installation by the original owner/user (the "Customer") of a Warranted Product and must be validated by the Customer's proof of purchase documents (including, without limitation, a receipt or invoice reflecting payment for such Warranted Product). In the event the date of installation cannot be established, the Warranty shall begin on the thirtieth (30th) day after the date such Warranted Product was manufactured (as verified by factory production records).

AWG warrants to the Customer that the Warranted 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. Two (2) year warranty for parts and 90 Day warranty for labor, as well as a LIFETIME warranty on the Titanium part of the heat exchanger (part only) of any Warranted Product.

2. AWG will, at its option, and its sole obligation under this Warranty shall be to, repair or replace the Warranted Product without charge, or refund the cost of the Warranted Product, if, within the applicable warranty period, the Warranted 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 Warranted 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 90 days.
- This Warranty does not include transportation charges for delivery of equipment or component parts of a Warranted Product.
- At its sole discretion, AWG reserves the right to replace defective parts of any Warranted Product with new or refurbished replacement parts.
- At the option of AWG, the Customer may be required to return the Warranted Product to the factory, freight prepaid, for warranty service. This may become necessary if the Warranted Product was installed in an area not supported by an AWG authorized service center.
- Claims for warranty reimbursement must be pre-approved in writing by AWG, 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 AWG parts. This Warranty is applicable only if the Warranted Product has been installed, operated, stored, used, and maintained expressly and completely in accordance with the Warranted Products Owner's Manual. Service performed on a Warranted Product within the Warranty period will void this Warranty for such Warranted Product unless such service is approved by AWG prior to the service being performed and such service is performed by an AWG authorized technician.

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

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

- the improper or unreasonable installation, operation, use, or maintenance of the Warranted Product;
- operating the Warranted Product with the improper voltage intended for the Warranted Product;
- this product should only be connected to a proper 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 Warranted Product in conditions not intended for its original use,
- negligence or abuse of the Warranted Product;
- accidents or acts of God;
- using or attaching to the Warranted Product accessories not authorized by AWG;
- the Customer's failure to monitor or properly maintain pool water balance;
- the installation of a Warranted Product with a known or visible manufacturing defect at the time of installation;
- dissatisfaction with the appearance of the Warranted Product.

4. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY AWG IN CONNECTION WITH THE WARRANTED PRODUCTS. AWG CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE WARRANTED 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 AWG ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY AWG IN WRITING.

5. No liability of AWG related to any claim made hereunder, including claims for indemnification, shall be greater in amount than the purchase price of the Warranted Products. IN NO EVENT SHALL AWG 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 WARRANTED PRODUCT, OR FOR ANY LIABILITY OF CUSTOMER TO ANY THIRD PARTY WITH RESPECT THERETO.

6. This Warranty does not include or apply to any AWG 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 AWG will be settled by binding arbitration, conducted in 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: AWG Warranty Tel: 888-475-7443 or email to info@taquacomfort.com