

# POOL THING™ LIMITED RESIDENTIAL WARRANTY

This limited warranty is applicable to all **POOL THING™** Saltwater Chlorination systems installed for residential use. For purposes hereof, the term "residential use" shall be deemed to mean use of the Unit within any pool installed for personal use at a single family home, but only if the Unit is regularly operated for no more than twelve (12) hours per day. **IF ANY UNIT INSTALLED FOR PERSONAL USE AT A SINGLE FAMILY HOME IS REGULARLY OPERATED FOR MORE THAN TWELVE (12) HOURS PER DAY FOR ANY EXTENDED TIME PERIOD (WHICH SHALL INCLUDE WITHOUT LIMITATION ANY USE OF THE UNIT FOR MORE THAN TWELVE (12) HOURS PER DAY FOR ANY PERIOD IN EXCESS OF 5 CONSECUTIVE DAYS IN ANY 60-DAY PERIOD), SUCH UNIT SHALL BE DEEMED TO HAVE BEEN INSTALLED FOR COMMERCIAL USE, IN WHICH EVENT THE "POOL THING™ LIMITED COMMERCIAL WARRANTY" (ATTACHED) SHALL APPLY TO SUCH PURCHASE AND INSTALLATION AND SHALL SUPERSEDE THE TERMS AND CONDITIONS CONTAINED HEREIN.**

This limited warranty is subject to the following terms, conditions and exclusions:

1. This limited warranty shall only apply to the original purchaser (referred to herein as the "Customer") and is not transferable to any subsequent purchaser, assignee, transferee or other recipient of the Unit.
2. For a Unit installed for residential use after 1 January 2008, APJ Corporation (hereinafter referred to as "APJ"), warrants all parts (with the exception of the O-ring, which is a normal replacement item and excluded from this warranty) to be free from manufacturing defects in materials and workmanship for a period of five years from date of purchase from APJ or an authorized Pool Thing dealer, subject to the Customer's satisfaction of its contribution obligation set forth in Paragraph 3, below (which applies only after the first full year of the five-year warranty period). All warranty claims are subject to the Customer's compliance with all applicable requirements set forth in this limited warranty, including the Customer's obligation to ship the unit (with shipping charges prepaid) to an APJ authorized service representative (as described in Paragraph 9, below).
3. In the first year of the five-year warranty period, APJ will repair or replace any parts in the Unit that are confirmed to have been defective at no cost to the Customer. In the years 2-5 of the warranty period, APJ will repair or replace any parts in the Unit that are confirmed to have been defective, provided the Customer shall be required to pay a portion, equal to the Applicable Percentage as determined below:

$$\text{Applicable Percentage} = 1.0000 - (\text{Remaining Warranty Months}/60)$$

4. This limited warranty is solely for the replacement of defective parts as hereafter provided. APJ reserves the right to replace defective parts with new or refurbished parts at its sole discretion. All warranty replacement parts furnished by APJ will carry a warranty against manufacturing defects for the greater of: (i) 30 days from the date of installation, or (ii) the balance of the original five-year warranty period on the part replaced. Failed parts must be returned to APJ for examination and replacement at purchaser's sole cost and expense to determine whether failure is due to manufacturer defect or other cause.
5. This limited warranty is applicable only if the unit is installed, operated and maintained in accordance with the procedures outlined in the Pool Thing User's Manual. Failure to do so will void this limited warranty.
6. Pool water must be tested regularly in order to properly maintain its chemical balance. Problems or equipment failures resulting from the failure to maintain pool water chemistry in accordance with guidelines set forth in the User's Manual will void the warranty. Customer releases APJ and holds APJ harmless from any and all claims attributable in whole or in part to their failure to comply with the foregoing guidelines concerning maintenance of pool chemistry.
7. Without limiting the generality of any of the waivers contained within this limited warranty, this limited warranty applies only to equipment failures due to manufacturing defects and explicitly does not apply to any injury, loss, damage, defect, or malfunction of the unit or failure to function caused by, or attributable to, among other things, any of the following: low salinity (below 4,000ppm), low water temperature (below 60°F/15°C), copper chemical damage, improper handling, improper storage, abuse, unauthorized or improper installation, unsuitable application of the unit, lack of reasonable and necessary maintenance, winter freezing, operation not in accordance with the User's Manual, failure to follow all safety instructions or precautions, improper valve locations, excessive pressure, repairs made or attempted by anybody other than APJ or one of its authorized representatives, or Acts of God. The determination of the cause of any failure shall be made solely by APJ.
8. This limited warranty shall be void if Customer modifies the Unit in any respect including, but not limited to the use of parts other than genuine Pool Thing parts.
9. APJ's authorized representative will repair or replace, at its option, a Unit or part proved to be defective within the warranty periods and under the conditions of this limited warranty. This limited warranty is void if the control unit has been tampered with (there are no user serviceable parts inside). The Customer must arrange prepaid shipping for servicing of the warranted items or under APJ's instruction after proper authorization (call 1-877-NO WORRIES). No packages will be accepted without an APJ issued Returned Merchandise Authorization (RMA).
10. APJ is not responsible for (i) the removal of the Unit, (ii) damages due to such removal, (iii) any other expenses incurred in transporting the Unit (or parts of the Unit) to or from an authorized Pool Thing service center, nor (iv) the reinstallation of the repaired or replacement Unit or parts at Customer's location. All such costs shall be the sole responsibility of the Customer.
11. In no event shall APJ be liable for incidental or consequential damages of any nature or kind from damages to persons or property, including any damage resulting from the use of Pool Thing with a substandard or improperly installed pool circulation system.
12. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE DISCLAIMED EXCEPT TO THE EXTENT OF ANY IMPLIED WARRANTY IMPOSED BY STATE CONSUMER LAW WHICH MAY NOT BE WAIVED UNDER THE TERMS OF AN EXPRESS LIMITED WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY SUCH IMPLIED WARRANTY IMPOSED BY STATE CONSUMER LAW SHALL BE LIMITED IN DURATION TO ONE (1) YEAR FROM DATE OF PURCHASE.
13. Some states do not allow limitations on how long an implied warranty lasts, prohibit the exclusion or limitation of incidental or consequential damages, or impose limitations on the scope of implied or express warranties (and the waivers therein) that may be inconsistent with the express limitations set forth in this warranty. In such states, the above limitations may not apply to you, or their application to you may be limited. This limited warranty shall be enforceable to the fullest extent permitted by applicable federal, state and local law. This limited warranty is valid only in the United States of America and Canada, and does not apply to Pool Thing units sold or installed in any other country.

# POOL THING™ LIMITED COMMERCIAL WARRANTY

This limited warranty is applicable to all **POOL THING™** Saltwater Chlorination systems installed for commercial use after 1 May 2008. For purposes hereof, the term "commercial use" shall be deemed to include (i) use of the unit within any non-residential pool, including but not limited to commercial, semi-public and public pools, and (ii) use of the unit as part of a residential installation where the unit is regularly operated for more than 12-hours per day for an extended time period. For a commercial use, APJ Corporation (hereinafter referred to as "APJ"), warrants all parts (with the exception of the O-ring, which is a normal replacement item and excluded from this warranty) to be free from manufacturing defects in materials and workmanship for a period of three-years from date of purchase from APJ or an authorized Pool Thing dealer.

This limited warranty is subject to the following conditions and exclusions:

1. This limited warranty shall only apply to the original purchaser and is not transferable to any subsequent purchaser, assignee, transferee or other recipient of the Unit.
2. In the first year of the three-year warranty period, APJ will repair or replace any parts in the Unit that are confirmed to have been defective at no cost to the Customer. In the years 2-3 of the warranty period, APJ will repair or replace any parts in the Unit that are confirmed to have been defective, provided the Customer shall be required to pay a portion, equal to the Applicable Percentage (as determined below for each applicable month) of the Manufacturer's Suggested Retail Price (MSRP) for the defective part being repaired or replaced, as a condition precedent to APJ's obligation to repair or replace such defective part. The Applicable Percentage shall be determined below:

$$\text{Applicable Percentage} = 1.0000 - (\text{Remaining Warranty Months}/36)$$

3. This limited warranty is solely for the replacement of defective parts. APJ reserves the right to replace defective parts with new or refurbished parts at its sole discretion. All warranty replacement parts furnished by APJ will carry a warranty against manufacturing defects for the greater of: (i) 90 days from the date of installation, or (ii) the balance of the original one-year warranty period on the part replaced. Failed parts must be returned to APJ for examination and replacement at purchaser's sole cost and expense to determine whether failure is due to manufacturer defect or other cause.
4. This limited warranty is applicable only if the unit is installed, operated and maintained in accordance with the procedures outlined in the Pool Thing User's manual. Failure to do so will void this limited warranty.
5. Pool water must be tested regularly in order to properly maintain its chemical balance. Problems or equipment failures resulting from the failure to maintain pool water chemistry in accordance with guidelines set forth in the User's manual will void the warranty. Customer releases APJ and holds APJ harmless from any and all claims attributable in whole or in part to their failure to comply with the foregoing guidelines concerning maintenance of pool chemistry.
6. Without limiting the generality of any of the waivers contained within this limited warranty, this limited warranty applies only to equipment failures due to manufacturing defects and explicitly does not apply to any injury, loss, damage, defect, or malfunction of the unit or failure to function caused by, or attributable to, among other things, any of the following: low salinity (below 4,000ppm), low water temperature (below 60°F/15°C), copper chemical damage, improper handling, improper storage, abuse, unauthorized or improper installation, unsuitable application of the unit, lack of reasonable and necessary maintenance, winter freezing, operation not in accordance with the User's Manual, failure to follow all safety instructions or precautions, improper valve locations, excessive pressure, repairs made or attempted by anybody other than APJ or one of its authorized representatives, or Acts of God. The determination of the cause of any failure shall be made solely by APJ.
7. This limited warranty shall be void if Customer modifies the Unit in any respect including, but not limited to the use of parts other than genuine Pool Thing parts.
8. APJ's authorized representative will repair or replace, at its option, a unit or part proved to be defective within the warranty periods and under the conditions of the warranty. Warranty is void if the control unit has been tampered with (there are no user serviceable parts inside). The customer must arrange prepaid shipping for servicing of the warranted items or under APJ's instruction after proper authorization (call 1-877-NO WORRIES). No packages will be accepted without an APJ issued Returned Merchandise Authorization (RMA).
9. APJ is not responsible for (i) the removal of the unit, (ii) damages due to such removal, (iii) any other expenses incurred in transporting the unit (or parts of the unit) to or from an authorized APJ service center, nor (iv) the reinstallation of the repaired or replacement unit or parts at customer's location. All such costs shall be the sole responsibility of the consumer.
10. In no event shall APJ be liable for incidental or consequential damages of any nature or kind from damages to persons or property, including any damage resulting from the use of Pool Thing with a substandard or improperly installed pool circulation system.
11. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE DISCLAIMED EXCEPT TO THE EXTENT OF ANY IMPLIED WARRANTY IMPOSED BY STATE CONSUMER LAW WHICH MAY NOT BE WAIVED UNDER THE TERMS OF AN EXPRESS LIMITED WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY SUCH IMPLIED WARRANTY IMPOSED BY STATE CONSUMER LAW SHALL BE LIMITED IN DURATION TO ONE (1) YEAR FROM DATE OF PURCHASE.
12. Some states do not allow limitations on how long an implied warranty lasts, prohibit the exclusion or limitation of incidental or consequential damages, or impose limitations on the scope of implied or express warranties (and the waivers therein) that may be inconsistent with the express limitations set forth in this warranty. In such states, the above limitations may not apply to you, or their application to you may be limited. This limited warranty shall be enforceable to the fullest extent permitted by applicable federal, state and local law. This limited warranty is valid only in the United States of America and Canada, and does not apply to Pool Thing units sold or installed in any other country.