

## **BUILT RIGHT LIMITED WARRANTY**

Zodiac Pool Systems LLC, a Fluidra company (“Fluidra”) warrants all Built Right branded heat pump pool heaters to be (i) free from manufacturing defects in materials and workmanship for a period of five (5) years from the date of retail purchase; and (ii) for a period of five (5) years from the date of retail purchase, Built Right shall be responsible for onsite labor charges (excluding transportation costs), when applicable, to remove, repair or replace components due to defects in materials or workmanship, subject to the exceptions listed below:

1. Refrigerant and other expendables are not warranted.
2. Replacement products, or parts provided at no charge are warranted only until the original finished goods’ warranty has expired. Purchased replacement parts are warranted for ninety (90) days from the date of retail purchase.
3. All Built Right branded products used in a commercial application are warranted for a period of one (1) year from the date of retail purchase, a commercial application is defined as any application other than a single-family dwelling.

This warranty applies only to products installed and serviced by a contractor who is licensed and qualified in pool equipment by the jurisdiction in which the product will be installed, where such state or local requirements exist. In the event no such state or local requirement exists, the installer and maintainer must be a professional with sufficient experience in pool equipment installation and maintenance. This warranty applies only to products purchased and utilized in the 50 United States, is limited to the first retail purchaser, is not transferable, and does not apply to products that have been moved from their original installation sites. The liability of Built Right shall not exceed the replacement of the defective product or its parts, and except as set forth above does not include transportation costs, costs for labor to service or repair the defective product, or any items or materials required to make the repair including, but not limited to, refrigerant and other expendables. Built Right is not responsible for charges or delays incurred when a servicer is unable to perform service due to lockouts, animals, intolerable pool or spa water temperature when entry into pool or spa is required to perform service, service refusals, etc. No reimbursements will be made for loss and/or usage of water, fuel or other resources resulting from product defects. A third-party service provider may charge the end-user customer for parts and/or labor required to resolve any issue not covered under warranty, such as improper installation. Built Right is not responsible for these charges. Product discoloration, or any other cosmetic or superficial damage or deterioration, regardless of its cause, is not covered by this warranty. This warranty does not cover failures, defects, malfunctions or complaints resulting from any of the following:

1. Failure to properly install, operate or maintain the product in accordance with Built Right’s published installation, operation and/or maintenance manuals.
2. Improper equipment sizing or product misapplications.
3. The workmanship of any installer of the product.
4. Use of non-factory authorized parts or accessories in conjunction with the product(s).
5. Product modifications or adjustments that are not in accordance with Built Right’s published installation, operation and/or maintenance manuals.

6. Not maintaining proper pool and/or spa chemical balance [pH levels between 7.2 and 7.8, with ideal range being between 7.4 and 7.6; Cyanuric Acid (CYA) between 30 to 100 ppm; Total Alkalinity (TA) between 80 to 120 ppm (100 to 150 ppm for vinyl pools); Total Dissolved Solids (TDS) less than 1500 ppm, not including salt ppm; and Total (or Calcium) Hardness less than 800 ppm, with an ideal range being between 200 ppm and 400 ppm].

7. Corrosion, erosion, scaling, calcification or other conditions caused by water hardness, chemical imbalance, or lack of product maintenance.

8. Improper use of pool/spa chemicals, such as introducing chemicals upstream of the heater or cleaner hose, or through the skimmer.

9. Abuse, damage during transit or installation, mishandling, tampering, vandalism, alterations, accidents, fires, floods, storms, earthquakes, power surges, lightning, pets or other animals, insects and/or their hives or nests, negligence, or acts of God.

10. Not grounding and/or bonding as specified, mis-wiring, loose wiring, cut or kinked wires, loose cable connections, incorrect wire runs, incorrect breaker size, breaker(s) in "off" position, improper wire gauge, moisture in electrical conduit, improper electrical supply, incorrect plumbing, inadequate size of pipe and/or fittings, cross-threading, over-tightening, under-tightening, glue drips or residue, improperly secured covers, improper valve placement or usage, unsynchronized valve actuators, valve actuators in "off" position, or programming errors.

11. Freezing, corrosion, cracking, overheating, warping, flooding, moisture intrusion or any other condition caused by or related to weather, climate, improper winterization, improper equipment placement, inadequate ventilation, inadequate water circulation, roof run-off, sprinklers, irrigation systems, or lights or other products on or near the pool/spa or pool/spa equipment pad.

12. Operating the product at water flow rates below minimum, or above maximum, specifications. Operating any product or piece of equipment including, but not limited to, pumps, with insufficient quantities of water.

13. Dirty, clogged, blocked, covered or obstructed plumbing.

14. Collateral damage caused by failure of any component including O-rings, pump strainer baskets, DE grids, sand filter laterals, or cartridge elements.

This is the only warranty given by Built Right. No one is authorized to make any other warranties on behalf of Built Right. THE DURATION OF IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTIES LISTED ABOVE. Some states and/or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Built Right expressly disclaims and excludes any liability for consequential, incidental, indirect, or punitive damages for breach of any expressed or implied warranty. In no event shall Built Right be liable for incidental or consequential damages of any nature, including damage to vinyl liners, plaster, aggregate-based pool surfaces, tile, stone, coping, fixtures, skimmers or skimmer covers, plumbing, drains, equipment covers or shelters, landscaping, animals, plants, or dwellings. Some states and/or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. Certain vinyl liner patterns are particularly susceptible to rapid surface wear or pattern removal caused by objects coming into contact with the vinyl surface, including pool brushes, pool

toys, floats, fountains, chlorine dispensers, and automatic pool cleaners. Some vinyl liner patterns can be seriously scratched or abraded by rubbing the surface with a pool brush. Ink from the pattern can also rub off during the installation process or when it comes into contact with objects in the pool. Fluidra is not responsible for, and this warranty does not cover, pattern removal, cuts, abrasions or markings on vinyl liners.

This warranty gives you specific legal rights. You may also have other rights that vary by state and/or province. For warranty consideration, contact the original dealer and provide the following information: proof of purchase, model number, serial number, date of retail purchase, and date of installation. The dealer will contact the factory to obtain instructions regarding the claim and to determine the location of the nearest independent service company. If the dealer is not available, you can locate an independent service company in your area by visiting [www.builtrightpoolheaters.com](http://www.builtrightpoolheaters.com) or by emailing our Technical Support Department at [Sales@builtrightpoolheaters.com](mailto:Sales@builtrightpoolheaters.com), or by calling our Technical Support Department at 941-505 1600. All returned parts must have a Returned Material Authorization number to be evaluated under the terms of this warranty.

A Fluidra Brand | [Builtrightpoolheaters.com](http://Builtrightpoolheaters.com) | 941.505.1600  
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