

## LIMITED WARRANTY

NEVERCOLD™ warrants its products to the original user against defects in material and workmanship for a period of one (1) year from the date of consumer purchase. Complete pumps warranty is three (3) years from date of purchase. Valves and timers and accessories carry a one (1) year warranty from date of purchase. In the event of such defects within the warranty period, NEVERCOLD™ will, at its option, replace or recondition the product without charge, FOB NEVERCOLD™ factory. This shall constitute the exclusive remedy for breach of warranty, and NEVERCOLD™ shall not be responsible for any cost of removal, installation, transportation or any charges which may arise in connection with the warranty claims and shall not be responsible for any incidental or consequential damages, including without limitation, damages or other costs resulting from labor charges, delays, or vandalism. Negligence, fouling caused by foreign materials, damage from adverse water conditions, freezing, chemicals, certain additives, or any other circumstances over which NEVERCOLD™ has no control. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation or maintenance of the product. NEVERCOLD™ makes no other warranties express or implied except as provided in this limited warranty.

To obtain service under this warranty, the defective product must be returned to the distributor or dealer of NEVERCOLD™ products from which it was purchased together with proof of purchase and installation date, and supporting installation data. Unless otherwise provided, the distributor or dealer will contact NEVERCOLD™ or an authorized service station for instructions. Any defective product to be returned to NEVERCOLD™ or a service station must be sent freight prepaid; documentation supporting the warranty claim and/or a Return Material Authorization must be included if so instructed.

NEVERCOLD™ WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES ARISING FROM INSTALLATION, USE, OR ANY OTHER CAUSES. THERE ARE NOT EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THOSE WARRANTIES DESCRIBED OR REFERRED TO ABOVE.