POOLSIDE TECH, LLC ("POOLSIDE") LIMITED PRODUCT WARRANTY (THE ATTENDANT[®])

IMPORTANT INFORMATION – PLEASE READ CAREFULLY AND RETAIN FOR YOUR RECORDS. THIS LIMITED WARRANTY ESTABLISHES YOUR RIGHTS AND OUR OBLIGATIONS WITH RESPECT TO POOLSIDE'S "THE ATTENDANT®" PRODUCT. THIS IS THE ONLY WARRANTY GIVEN BY POOLSIDE. NO DEALER, INSTALLER, CONTRACTOR, POOL PROFESSIONAL, OR OTHER THIRD PARTY IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES ON BEHALF OF POOLSIDE.

Poolside Tech, LLC warrants to the original retail purchaser in the United States only, subject to all terms and conditions below, that The Attendant[®] will be free from manufacturing defects in materials and workmanship under normal use for the following warranty periods:

- 1 year limited parts and labor warranty, plus 2 year limited parts-only warranty, beginning at date of retail purchase.
- Replacement products or parts provided at no charge are warranted only through the expiration date of the original product warranty. Purchased replacement parts are warranted for ninety (90) days from the date of retail purchase.

This Limited Warranty applies only if The Attendant[®] is purchased (1) directly from Poolside, or (2) from authorized Poolside dealers, including authorized pool professionals. Poolside disclaims all warranties with respect to The Attendant[®] if purchased from unauthorized sources. Proof of purchase is required for warranty service. If written proof of purchase is not provided, the manufacturing date code will be the sole determinant of the deemed date of purchase.

This Limited Warranty applies only if The Attendant[®] is installed and serviced by a licensed electrical contractor who is qualified to install and service electronic pool equipment and who has received product training for The Attendant[®] from Poolside, as evidenced by a training certificate with respect to The Attendant[®] issued by Poolside.

Poolside's liability hereunder is limited to replacement of the defective The Attendant[®] product or its parts, and if "labor" is stated above, costs for Poolside or other authorized service provider to service or repair the defective The Attendant[®] product at the original installation location, and/or, if determined by Poolside to be necessary, at the factory or authorized service provider's location.

This Limited Warranty expressly excludes problems, malfunctions, or damage not attributable to product defects, specifically including problems, malfunctions or damage arising out of any of the following:

- 1. Failure to install, operate, or maintain The Attendant[®] in accordance with applicable electrical, fire, and construction codes (*even if such failure is by an authorized service provider.*)
- 2. Failure to install, operate, or maintain The Attendant[®] in accordance with the recommendations contained in Poolside's published installation, operation, and maintenance manuals (*even if such failure is by an authorized service provider*.)

- 3. Tampering, vandalism, accident, misuse, abuse, negligence, animal or insect damage.
- 4. Fire, flood, storms, lightning, freezing, earthquake, acts of God, and other casualties.
- 5. Electrical power surges.
- 6. 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.
- 7. Defects, malfunctions, or installation errors in power supply or electrical systems, including without limitation, improper grounding, miswiring, incorrect wire runs, 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, dead batteries, improper gas pipe sizing, lack of fuel, or inadequate heater vent pipe sizing, or configuration errors.
- 8. Defects, malfunctions, or installation errors in plumbing or heating systems, including without limitation, incorrect plumbing, dirty, clogged, blocked, covered or obstructed plumbing, inadequate size of pipe and/or fittings, cross-threading, over-tightening, undertightening, glue drips or residue, improperly secured covers, improper valve placement or usage, unsynchronized valve actuators, valve actuators in "off" position, improper gas pipe sizing, lack of fuel, inadequate heater vent pipe sizing, dirty, clogged, blocked, covered or obstructed heater orifices (including blockage by spider webs), configuration errors.
- 9. Defects, malfunctions, or installation errors in third party products connected to or monitored by The Attendant[®], including without limitation pumps, pump strainer baskets, pump impellers, heaters, heater grills, doors, flue boxes, flue vents or flue collectors, filters, filter elements, or filter breather tubes, chlorine generator cells, chemical dispensers, or sensors.

A third party service provider may charge for parts and/or labor required to resolve any issue not covered under warranty, such as improper installation. Poolside is not responsible for these charges.

THE LIMITED WARRANTY ABOVE CONSTITUTES THE ENTIRE WARRANTY OF POOLSIDE WITH RESPECT TO THE SPECIFIED PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL POOLSIDE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE. SOME STATES MAY PROHIBIT OR LIMIT DISCLAIMERS OF IMPLIED WARRANTY, OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

For warranty consideration, contact the original dealer/pool professional and provide the following information: proof of purchase, model number, serial number, date of retail purchase, and date of installation. The dealer will contact Poolside to obtain instructions regarding the claim. If the dealer is not available, you can locate an authorized service provider in your area by emailing our Customer Service Department at <u>Support@Poolside.Tech</u>, or by calling our Customer Service Department] at (<u>267) 810-0600</u>. All returned parts must have a Return Material Authorization (RMA) number to be evaluated under the terms of this warranty.