

CIRCUPOOL LIMITED WARRANTY

CircuPool SmartFlo Series Variable Speed Pumps carry the following Limited Warranty should failure occur due to faulty manufacture or materials, during normal use and service. For residential use, the manufacturer warrants to the original purchaser that the equipment shall be free of manufacturer's defects at the time of sale, and upon examination shall provide replacement parts in accordance with the following schedule: 5 Years Pump Body / 1 Year Motor.

For Commercial use (any pool that is not for private single-family use, or the use of which is subject to regulation), parts are warranted against defect for a period of one year.

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

1. To obtain the benefits of this warranty, contact the warranty department for troubleshooting. You may obtain current contact information at www.circupool.com/help. Warranty claims must be initiated in a timely manner. Upon discovery of a defect, the warranty department will issue a Return Merchandise Authorization (RMA) and defective items and parts are to be shipped by customer to an authorized service representative, freight prepaid.

Upon examination, the determination of the cause of failure shall be made solely by CircuPool Products. The date upon which the claim is submitted, and an RMA is issued shall solely serve to determine at what point the claim falls within the schedule of warranty proration, in comparison with the original purchase date. **No packages will be accepted without a RMA number.**

2. Should a defect in any item or part covered by the warranty become evident during the warranty's term, CircuPool Products will at its sole discretion repair or replace such item or part. CircuPool Products reserves the right to replace defective parts with new or refurbished parts. This warranty does not include the cost of labor or transportation charges for equipment or component parts to or from CircuPool Products, or the removal, reinstallation, or any such costs incurred in obtaining warranty replacements or repair.

3. This warranty extends to the original retail purchaser and original installation site only, beginning at the original date of purchase, and is non-transferrable.

4. The warranty contains the following exclusions. O-Rings, rubber gaskets and seals, electrical fuses, and circuit-breaker components are normal replacement items subject to wear and are excluded from the warranty. Product discoloration, or any other cosmetic or superficial damage or deterioration, regardless of its cause, is not covered by this warranty. The warranty is not applicable to problems arising from circumstances outside the control of CircuPool Products, including, but not limited to the following:

- A. Damage or premature wear due to improper pool chemistry, and failure to maintain pool water chemistry in accordance with the recommendations contained in the owner's manual.
- B. Damage due to improper installation or connection to improper voltages, including materials and workmanship supplied by others.
- C. Damage due to negligence or failure to properly maintain equipment, including operation with insufficient water flow or the maintenance of clean and tight electrical connections.
- D. Damage due to improper service, as well as unauthorized equipment modifications and use of non-genuine replacement parts.
- E. Damage due to misapplication, misuse, abuse, or failure to operate equipment as specified in the owner's manual.
- F. Problems resulting from tampering, accident, fire, flood, freezing, lightning, insects, or other natural elements, or other circumstances beyond the control of CircuPool Products.
- G. Damage due to over-tightening of threaded components or excessive pressure or stress.

The liability of CircuPool Products shall not exceed the repair or replacement of defective items or parts under the referenced limited warranty terms. There are no implied warranties of merchantability or fitness for a particular purpose that apply to this equipment. Under no circumstances shall CircuPool Products, its agents, employees, and affiliates be liable for any loss, damage, injury, inconvenience or loss of time, incidental expenses such as labor and material charges, or any other incidental, or consequential damages, which may result from the use, installation, removal, or reinstallation of its equipment and parts.

This warranty is valid only in the United States of America. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. This warranty supersedes all previous publications. Any dispute between the original purchaser and CircuPool Products will be settled by binding arbitration, conducted in Harris County, Texas, under the rules of the American Arbitration Association.

CircuPool Products (888)-206-9938 www.circupool.com/help