



CANADIAN HEAT PUMP WARRANTY

This Limited Warranty applies to the following models (all versions and voltages) purchased through an authorized Canadian dealer and installed in Canada after April 01, 2013. This warranty shall begin upon the date of purchase as verified by the owner/operator's proof of purchase documents. In lieu of owner documents, the warranty initiation date shall be sixty (60) days from the date of manufacture (as verified by factory production records). AquaCal AutoPilot, Inc. (hereafter referred to as: "Manufacturer") warrants the following models (hereafter referred to as: "product"), to the original owner and installation site, to be free of material or workmanship defects for a limited term.

• All AquaCal AutoPilot Heat Pumps •

**2 Years Parts / 1 Year "on site" Labor
5 Years Part only on Compressor
Lifetime on Titanium Tube Portion of Heat Exchanger**

- 1) This warranty includes parts and on-site labor charges to remove, repair or replace defective components, or failure due to workmanship.
- 2) This warranty does not include transportation charges for equipment or component parts to, or from, the Manufacturer. The owner/operator shall be responsible for any travel charges imposed by the warranty center or servicing agent.
- 3) At its sole discretion, the Manufacturer reserves the right to replace defective parts with new or refurbished replacement parts.
- 4) Replacement parts are warranted for a period of one (1) year or the end of the original warranty term as shown above, whichever is greater, provided the removal, repair or replacement is conducted by a Factory Authorized Service Center.
- 5) At the option of the Manufacturer, the Owner may be required to return the product to the factory, freight prepaid, to provide warranty service. This may become necessary if the product was installed in an area not supported by a Factory Authorized Service Center.
- 6) Claims for warranty reimbursement must have prior authorization by the Manufacturer and be performed by a Factory Authorized Service Center.
- 7) The use of parts other than genuine Manufacturer parts will void this limited warranty.
- 8) Purchasing original and / or replacement equipment through an un-authorized dealer will void this limited warranty.
- 9) This warranty is applicable only if the product has been installed, operated, and maintained expressly and completely in accordance with the product's Owner/Installation manual. These documents are available online at the Manufacturer's website indicated on the bottom of this document.
- 10) This warranty is void if the product is repaired or altered in any way by any persons or agencies other than those authorized by the Manufacturer, and is in lieu of all other warranties, expressed or implied, written or oral.
- 11) Failure of Customer to properly monitor and maintain the pool water's balance can create a situation, which could negatively affect the performance of the product and thus void this limited warranty. Pool water must be tested regularly and maintained properly in order to ensure its chemical balance. Excessive chlorination is known to cause corrosion in pool metals. Deterioration, discoloration or brittleness of pool surfaces, including but not limited to plaster and vinyl liners, can be caused separately by, or in combination with, age, the environment, an imbalance in pool water chemistry, improper installation, sunlight and other factors. Customer hereby releases Manufacturer from all claims for damages to any pool plaster, vinyl liner or metals in Customer's pool by reason of the use and/or operation of the product.
- 12) The liability of the Manufacturer shall not exceed the repair or replacement of defective parts under the referenced limited warranty term and shall not include applicable consumables. (Consumables can include but are not limited to refrigerant, glue, and brazing/welding gases & material)
- 13) This warranty does not include damage due to freezing conditions, negligence or abuse, installations in corrosive environments or atmospheres, nor acts of God.
- 14) There are no implied warranties of merchantability or fitness for a particular purpose that apply to this product. Under no circumstances shall the Manufacturer be liable for any loss, damage, or injury, whether direct, consequential or incidental, arising out of the use or inability to use this product.
- 15) In addition, each pool/spa has its own individual requirements. This limited warranty does not warrant that this product will supply 100% of those requirements. This includes purifying requirements for chlorinator products and heating requirements for heat pump products.
- 16) No dealer, distributor, or other similar person has any authority to make or extend any warranties or representations concerning Manufacturer's products beyond the express terms contained herein. Manufacturer assumes no responsibility for any warranties beyond the expressed terms contained in this limited warranty. Customer releases and holds Manufacturer harmless from any claims stemming from any unauthorized representations.
- 17) This limited warranty is for product installed and used in swimming pools and spas only. Installation and use in any other application voids this warranty unless specifically authorized by the Manufacturer.
- 18) The foregoing limited warranty gives the Customer specific legal rights that may vary from state to state, and accordingly, some of the listed conditions and exclusions may not apply to Customers living in certain states. Any dispute between Customer and Manufacturer will be settled by binding arbitration, conducted in Pinellas County, Florida, under the rules of the American Arbitration Association, and an award of attorney's fees and costs will go to the prevailing party.