

LIMITED WARRANTY

S.R.Smith, LLC ("S.R.Smith") warrants to the original retail purchaser that products manufactured by S.R.Smith, when properly assembled and installed in accordance with S.R.Smith's assembly and installation instructions, and properly used and maintained, shall be free from defects in materials and workmanship for the warranty period of three (3) years from the date of retail purchase except for the following items set forth below:

- Game Accessories (ball, pump, net):Ninety Days
- WetDek: One Year
- Resin Transfer Molded (RTM) Slides, Seats, Loungers, and Tables: One Year
- Rotomolded R-Series Lounger: One Year
- Aquatic Lift System Frames (excluding the powder coated finish, which may become scratched with normal use): Five Years
- Aquatic Lift System Electronic and Motor Components (excluding batteries): Two Years
- Aquatic Lift batteries: One year prorated as follows: 100 percent of cost during the first ninety days of ownership and 50 percent of cost after ninety days and prior to expiration of one-year period. Normal maintenance and care of the unit, including charge of the battery when not in use is recommended.
- Lighting: See Figure A

Provided that the defect occurs within the applicable warranty period and the original retail purchaser promptly files a claim notifying S.R.Smith of the defect via the S.R.Smith on-line warranty portal (https://srsmith.com/en-us/customer-service/ warranty-claim/), and subject to the limitations set forth herein, S.R.Smith shall, at its sole option and expense, repair, replace or refund to the original retail purchaser the purchase price of any product that fails to conform to the foregoing warranty. THE FOREGOING WARRANTIES ARE THE EXCLUSIVE WARRANTIES GIVEN BY S.R.SMITH AND SUPERSEDE ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES LAST ONLY AS LONG AS THE WARRANTY PERIODS LISTED ABOVE. This includes but is not limited to the implied warranties of merchantability and fitness. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

S.R.SMITH'S ENTIRE LIABILITY AND THE ORIGINAL RETAIL PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES SHALL BE THE REPAIR OR REPLACEMENT OF ANY NONCONFORMING PRODUCTS, OR THE REFUND OF THE PURCHASE PRICE PAID BY THE ORIGINAL RETAIL PURCHASER FOR SUCH PRODUCTS, IN EACH CASE, AT S.R.SMITH'S OPTION AND DISCRETION.

LIMITATIONS AND DISCLAIMERS

THE FOREGOING WARRANTIES ARE SUBJECT TO THE FOLLOWING LIMITATIONS:

S.R.Smith shall not be responsible for the cost of removal or replacement of any non-conforming product, nor for any other expenses or for damages which might be incurred in such removal and replacement.

This warranty specifically excludes fading of materials, microbiological staining of diving boards or pool slides and rust, powder coated finish, or corrosion of any metallic products or parts. Refer to S.R.Smith's care and maintenance instructions for regular maintenance and cleaning of S.R.Smith products. Maintenance instructions can be found at: <u>https://srsmith.com/en-us/customer-service/care-maintenance/</u>

This warranty relates only to non-conformities in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to Acts of God, misuse or abuse, accident or negligence, fire, improper assembly or installation, chipping or flaking of powder or vinyl coatings, or ice damage. Damage caused by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of S.R.Smith, all warranties are void.

IMPORTANT: WEIGHT LIMIT ON DIVING BOARDS, JUMP BOARDS, STANDS, SLIDES, LADDERS AND LADDER STEPS SHALL BE NOT MORE THAN 250 POUNDS OR 113 KILOGRAMS. EXCEPTIONS: FRONTIER IV BOARD AND BASE NOT MORE THAN 400 POUNDS OR 182 KILOGRAMS. TURBOTWISTER AND TYPHOON SLIDES NOT MORE THAN 275 POUNDS OR 125 KILOGRAMS. HELIX2 AND ROGUE2 SLIDES NOT MORE THAN 250 POUNDS OR 113 KILOGRAMS. CYCLONE SLIDES NOT MORE THAN 175 POUNDS OR 79 KILOGRAMS. SLIDEAWAY SLIDES NOT MORE THAN 125 POUNDS OR 57 KILOGRAMS. VORTEX SLIDES NOT MORE THAN 325 POUNDS OR 147 KILOGRAMS. DESTINATION SERIES LOUNGER NOT MORE THAN 250 POUNDS OR 113 KILOGRAMS.

IN NO EVENT SHALL S.R.SMITH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE LIABILITY OF S.R. SMITH EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT INVOLVED.

Some states do not allow the exclusion or limitation of incidental, special or consequential damages, so the above limitation or exclusion may not apply to you.



LIMITED WARRANTY

This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. The warranty is extended to, and enforceable only by the original retail purchaser, and is not transferable.

If any S.R.Smith products fail during the warranty period as a result of a non-conformity in material or workmanship covered by this warranty, the original retail purchaser must notify S.R.Smith by using the online Warranty Claim Form at: <u>https://srsmith.com/en-us/customer-service/warranty-claim/</u>

This notice must contain all pertinent product information as outlined in the warranty claim form. S.R.Smith will determine if the product is to be returned to the factory or will ask that (1) the non-conforming area and (2) the part of the product stamped with the serial number be removed and returned. Product pieces must be cleaned and returned freight prepaid with an approved Returned Merchandise Authorization (RMA) as provided by S.R.Smith's warranty department. Product will be instructed to be shipped to a specific facility as determined by S.R.Smith in its sole discretion. Addresses options will include: 1017 SW Berg Parkway, Canby, OR 97013 or 105 Challenger Drive, Portland, TN 37418 or 3050 S. Alvernon Way, Tucson, AZ 85713.

If the original retail purchaser purchased the product from an authorized S.R.Smith dealer or reseller, then the original retail purchaser may designate the S.R.Smith dealer or reseller to submit the warranty claim on the original retail purchaser's behalf, and S.R.Smith will work with the S.R.Smith dealer or reseller in terms of providing warranty service to the original retail purchaser. S.R.Smith may ask that the dealer or reseller provide proof of its authority to act on the original retail purchaser's behalf in connection with the warranty claim. Notwithstanding the original retail purchaser's designation of an S.R.Smith dealer or reseller to submit the warranty claim, this warranty is extended to the original retail purchaser only, and nothing in this paragraph shall be construed or interpreted as extending this warranty to any other purchaser of the product other than the original retail purchaser.

No representative of S.R.Smith, or any of its agents, distributors or dealers has any authority to alter in any manner the terms of this warranty and S.R.Smith is not responsible for any undertaking, representation or warranty made by any other person beyond the warranty expressly set forth in this warranty.

To register your S.R.Smith product, visit the Product Registration page at: srsmith.com/en-us/customer-service/product-registration/

PRODUCTS	PARTS (YEARS)	LABOR (YEARS)
LED LIGHTING - MOD-LITE - MICRO - KELO - TREO - FIBERGLASS - COLOR LIGHT STREAM	3	I
POOLLUX CONTROLS - POWER - PLUS - PLUS2 - PREMIER	2	I
PT-SERIES	2	I
WIRTRAN CONTROL	I	I
TX-30 CONTROL	I	I
WPC CONTROLS	I	I
FIBER OPTIC ILLUMINATORS - 6004 SERIES	3	I
FIBER OPTIC CABLE	I	N/A
WATER FEATURES	I	N/A

FIGURE A: S.R.SMITH LIGHTING WARRANTY