

**Michele English Pool World LLC**  
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## **Statement of Warranty Policy**

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### **Warranty Period**

Michele English Pool World LLC (hereafter referred to as MEPW) warrants these products to the original purchaser of these parts or products which were sold to be free of defects in material and workmanship for a period of twelve (12) months from date of installation unless otherwise specified by manufacturers' warranty or herein. There is a thirty (30) day warranty on labor. There are no warranties expressed or implied on seals, O-rings and gaskets or light bulbs. The warranty begins with the date installation is completed or the sale date as indicated on the original invoice.

### **Limitation of Remedy**

In the event of a breach of the warranty within the applicable warranty period, MEPW shall have the option of (1) repairing such item; (2) supplying an identical or substantially similar replacement part or product; or (3) refunding or giving credit for the purchase price of such part or product.

The remedy set forth above shall be the sole and exclusive remedy for the parts or products failing within the applicable warranty period. MEPW shall not be liable for any lost profits, loss use, or any other consequential, special or incidental damages.

### **DISCLAIMER OF IMPLIED WARRANTIES**

Except as may be required by law, the limited warranty set forth above is the exclusive warranty provided with the parts or products provided by MEPW. All other warranties, whether written or verbal, expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed by MEPW.

Products bought through the internet or "grey market" are oftentimes inferior, may be counterfeit or have counterfeit parts; they may be second-hand products or contain second-hand components that are represented as new. In some cases, are authentic but distributed illegally. Warranties, updates or other support are usually not available for some products. Therefore, there are no warranties expressed or implied concerning installation of products provided by the purchaser and installed by MEPW. MEPW shall not be liable for any consequential, special or incidental damages, including, but not limited to any damages for loss of use of pool or injury to person or property which occur as a result of installation of said products.

### **Conditions of Warranty**

The limited warranty shall be void and of no effect if:

1. The part or product has been subject to improper handling, negligence or subject to abuse and/or unauthorized repairs;
2. The part or product was subject to water damage or freezing including motor bearing failures resulting from pump seal failures.

### **Zodiac Pool Pro Network**

Zodiac whole good products registered with code ZPPN2 are warranted for manufacture's defects in materials and workmanship for a period of two (2) years from the date of purchase; and that warranty includes reasonable labor for whole goods but does not include and labor for replacement parts.