

Balboa Water Group Limited Warranty

Balboa Water Group, a Delaware corporation, and its affiliated entities (collectively “BWG,” as defined below), warrants to trade purchasers of its products that the products will be free from defects in workmanship and material under normal use and conditions for a specified length of time as outlined below. BWG reserves the sole authority to make any type of warranty or representation concerning our products. BWG will not be responsible for any warranty or representation made by any outside source, including dealers, distributors, retailers, contractors or OEMs.

1. LIMITED PRODUCT WARRANTY

1. Subject to the limitations set forth below, BWG warrants that its products will be free of defects in material and workmanship under normal use.
2. All products or components thereof purchased by BWG from a third party for resale to purchaser shall carry only the warranty extended by the original manufacturer.

2. USE OF INSTRUCTIONS

- a) Purchaser should carefully read the instructions supplied prior to installing or using the product. If purchaser does not have the instructions, please request them from customer service, at the numbers provided.
- b) Products are to be operated only in accordance with the instructions provided.
- c) The warranty is void if the product is used in a manner not in accordance with the instructions.

3. WARRANTY COVERAGE

- a) If a product proves to be defective in material or workmanship during the applicable warranty period then BWG will, at its sole option, either repair or replace the product with like product. Purchaser shall pay all disassembly, removal, refitting and installation costs.
- b) Replacement product may include remanufactured or refurbished parts or components.
- c) Replacement product may include an appropriate substitute product.
- d) All warranty claims must be applied for within sixty-days (60) from when the defect becomes known.

4. WARRANTY PERIOD

Refer to Appendix A labeled “Product Warranty” to find the warranty time period applicable to each product category or family.

5. WARRANTY PROCESS

- a) Any warranty claim must be processed with BWG only by the trade purchaser (manufacturer or distributor) who originally purchased the products from BWG. See “How to Get Service” below for further details.

6. WARRANTY EXCLUSIONS

- a) This warranty does not extend to and is void for any products that have been subjected to:
 - i. Improper installation or storage;
 - ii. Improper maintenance;

- iii. Repairs or alterations not authorized or performed by BWG;
- iv. Accident, damage, abuse, misuse or problems with electrical power;
- v. Abnormal or unusual operating conditions or applications;
- vi. Use not in accordance with product instructions for intended purposes, or use beyond rated capacity, or use in non-residential applications or multi-tenant residential common area applications of more than eight units;
- vii. A purpose or application in any way different from that for which products were designed;
- viii. Color variations within a product line or material are common within the industry, and are not the responsibility of BWG. BWG does not warrant any product returned due to mismatching of a color to a particular line or material for which the color was selected.

7. SPARE PARTS AND TECHNICAL ADVICE

- a) Spare parts are usually stocked by BWG for a reasonable amount of time following the last production run of the product in question.
- b) BWG does not warrant that spare parts will be made available for the duration of the warranty coverage or any other specific period of time, and reserves the right to cease supplying spare parts or providing facilities for the repair of spare parts in its discretion.
- c) Any technical advice or assistance furnished by BWG with respect to its products covered by this warranty shall be furnished without charge and will be given and accepted at purchaser's sole risk.

8. HOW TO GET SERVICE

Products cannot be returned to BWG without prior approval and a return authorization number that must be applied on all shipping documents and boxes. Shipments must be via pre-paid freight to the location specified by BWG.

- a) To start the warranty process, please contact a customer service representative at the numbers provided.
- b) You will need to provide the following:
 - i. The product
 - ii. Confirmation, in writing, specifying the nature of the claim
 - iii. Proof of the date of original purchase
 - iv. Full contact details, including name and address
 - v. The serial number, if applicable
- c) Freight is at sender's expense unless otherwise authorized by BWG.
- d) A \$50 USD/ 40EUR hourly fee plus reimbursement of all shipping expenses, if applicable, will be charged to purchaser for any merchandise returned for inspection that does not reveal defects of material or workmanship.

9. LIMITATION OF WARRANTIES

BWG'S SOLE RESPONSIBILITY FOR DEFECTS IN MATERIALS AND WORKMANSHIP IS STRICTLY LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. BWG EXPRESSLY DISCLAIMS AND EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL

LIABILITIES TO THIRD PARTIES. In no event shall BWG be liable to purchaser for any amounts in excess of the purchase price paid for the individual product which is the subject of the cause of action.

10. EXCLUSION OF DAMAGES

This is BWG's sole and exclusive warranty and supersedes and replaces all other warranties, written or oral, expressed or implied. BWG will not be liable for any loss, liability, damage, expense, cost or obligation, whether direct or indirect, including but not limited to water damages, removal and replacement labor, damages due to delay in performance, property loss, injury, death or any other consequential, incidental, special or punitive damages of any type, resulting from the purchase or use of its products, and purchaser assumes all such risks and shall indemnify, defend and hold BWG harmless from all such risks and shall carry adequate insurance against all such risks. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital or loss or damage to property or equipment.

Further, BWG does not assume liability for defective products or software or damage caused by defective products or software not manufactured or sold by it even though such products or software may be used in conjunction with BWG's products. This warranty is NOT a consumer warranty, is not transferable or assignable (by operation of law or otherwise), and does not extend to anyone other than those who purchase products directly from BWG.

11. GOVERNING LAWS AND VENUES

For products shipped from the United States, this warranty will be interpreted and enforced in accordance with the laws of the State of California regardless of any choice of law principles and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods and INCOTERMS 2000. The parties will submit any dispute or claim arising under or relating to this warranty to the exclusive jurisdiction of the U.S. federal or California state courts within the County of Orange, State of California, and the parties hereby submit to, and waive any objection to, personal jurisdiction and venue in such courts for such purpose. For products shipped from Denmark, this warranty shall be governed by, interpreted under, and construed and enforced in accordance with the normal rules of Danish law, excluding, without limitation, the application of the United Nations Convention on Contracts for the International Sale of Goods, and any and all disputes shall be heard solely by Esbjerg Court, Denmark. For products shipped from Australia, this shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws of the Province of Victoria of Australia excluding, without limitation, the application of the United Nations Convention on Contracts for the International Sale of Goods, and any and all disputes shall be heard solely by the provincial court located in Melbourne, Australia. If any provision of this warranty is found by a court of competent jurisdiction to be unenforceable, that provision will be severed and the remainder of this warranty will continue in full force and effect.

12. DEFINITIONS

As used herein BWG is comprised of the following affiliated entities and divisions: Balboa Water Group, a Delaware corporation; Balboa Instruments, Inc., a California corporation; HydroAir; HydroAir International; Pentair and GG Industries.

<u>Appendix A</u> <u>"OEM Product Warranty"</u>		
Specific Product Warranty Warranty applies to residential applications only		
Covered Product	Limited Warranty Period	Exceptions
Spa Electronic Systems: EL, GL, VS, GS	3 Years From Date of Manufacture	Heaters are warranted as a complete heater unit. Removal of the heater element from the heater tube, probes, sensors or altering any component at any time before returning to BWG voids the warranty.
All other systems and components when sold separately and all other items not listed. This includes bath controls, topsides and related components.	1 year From Date of Manufacture	
Spa Control Panels: ML, VL, Auxiliary	3 Years From Date of Manufacture	
Ozone Generators:	1 Year From Date of Manufacture	
Accessories: All other products including spa accessories, wireless panels, pressure switches, misc. components, spa monitor, lighting, stereo and accessories, etc.	1 Year From Date of Manufacture	Batteries
Plastic Fittings and components:	1 Year From Date of Purchase	
Blowers & Vacs:	1 Year From Date of Manufacture	If pipe is glued to the base of the Blower, warranty will be voided.
Pumps:	2 Years From Date of Manufacture Label Program	56 Frame Spa pumps 3 years from date of motor manufacture

All products or components thereof purchased by BWG from a third party for resale to purchaser shall carry only the warranty extended by the original manufacturer.

Appendix A
"Distribution / Dealer
Product Warranty"

Specific Product Warranty
Warranty applies to residential applications only

Covered Product	Limited Warranty Period	Exceptions
Spa Electronic Systems: EL, GL, VS, GS	1 Years From Date of Manufacture	Heaters are warranted as a complete heater unit. Removal of the heater element from the heater tube, probes, sensors or altering any component at any time before returning to BWG voids the warranty.
All other systems and components when sold separately and all other items not listed. This includes bath controls, topsides and related components.	1 year From Date of Manufacture	
Spa Control Panels: ML, VL, Auxiliary	1 Years From Date of Manufacture	
Ozone Generators:	1 Year From Date of Manufacture	
Accessories: All other products including spa accessories, wireless panels, pressure switches, misc. components, spa monitor, lighting, stereo and accessories, etc.	1 Year From Date of Manufacture	Batteries
Plastic Fittings and components:	1 Year From Date of Purchase	
Blowers & Vacs:	1 Year From Date of Manufacture	If pipe is glued to the base of the Blower, warranty will be voided.
Pumps:	1 Years From Date of Manufacture Label Program	56 Frame Spa pumps 3 years from date of motor manufacture
Circuit Boards: Repaired out of warranty circuit board	90 days	From date of repair
Circuit Boards: Sold used and reconditioned circuit boards	90 days	From date of shipment

All products or components thereof purchased by BWG from a third party for resale to purchaser shall carry only the warranty extended by the original manufacturer.