

Pool & Spa Product Buyer's Guide / Information

For information or assistance, contact:

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Pricing

All prices subject to change without notice. For current prices please visit www.waterwayplastics.com, or contact your Waterway sales representative.

Product Disclaimer:

All illustrations, photographs and specifications in this publication are based on product information available at the time of printing. Waterway reserves the right to make changes at any time, without giving prior notice, to colors, materials, specifications, part numbers and prices and to discontinue product or product components. All items are not available in all colors or materials.

Ordering:

To ensure prompt and proper shipment, please order by product part number and description. Be sure to include the correct (last digit) number for the color desired. Specially quoted product numbers must not be changed (even by one digit), or the pricing will not be recognized. Products and prices are subject to change without notice.

All orders must be a minimum of \$50.00.

All items are subject to availability and may require additional set up fees and minimum quantities.

Terms:

All sales are cash with order until credit is established, after which, terms are net 30 days.

Shipments:

All shipments are F.O.B. Oxnard, California.

Claims

All claims must be made within 30 days after receipt of merchandise.

Returns:

All returns are subject to the Waterway Limited Warranty Policy and written approval, and must be accompanied by an "RGA" (Return Goods Authorization) form or number issued by Waterway prior to returning the merchandise. Unauthorized returns will not be accepted. Freight must be prepaid. Waterway will not accept returned merchandise after 90 days of shipment and/or not in original resalable condition. In some cases a restocking fee will apply.

Information Regarding Lost or Damaged Merchandise:

Our responsibility for any shipment ceases when the carrier signs the Bill of Lading. All shipments should be inspected immediately upon arrival. If cartons, packages or crates are received in short or damaged condition, it is important that the driver be notified and the recipient should insist on a notation of the loss or damage across the face of the freight bill.

If there is no indication of damage on the freight bill, no claim can be enforced against the carrier.

If concealed loss or damaged merchandise is discovered, notify the carrier immediately and request an inspection, and retain the shipping carton/container. A concealed damage report must be made within 7 calender days of delivery of the shipment, or the carrier will not entertain any claim for the loss. The carrier agent will perform an inspection and will normally grant a concealed damage notation. IF THE CARRIER RECEIVES A CLEAR RECEIPT FOR THE MERCHANDISE THAT HAS BEEN DAMAGED IN TRANSIT, IT IS AT THE RECIPIENT'S OWN RISK AND EXPENSE.

Waterway is willing to assist in collecting claims for loss or damage, but our willingness does not make us responsible for collection of claims or for the replacement of merchandise.

For additional information or assistance in this regard, please contact:

Waterway Plastics Customer Service 805.981.0262



Pool & Spa Product Buyer's Guide / Warranty

Waterway Limited Warranty

All warranties for end users must be processed through your retail point of purchase.

All products of Waterway carry warranties. The nature and length of the warranty will depend upon the product and are set forth below:

To the buyer, as the original purchaser, Waterway warrants its products free from defects in materials and workmanship for a period of one year from the date of purchase, if installed by a qualified installer. Parts which fail or become defective during the warranty period, except as a result of freezing, negligence, improper installation of equipment or automatic valving systems, use or care, shall be repaired or replaced, at our option, within 90 days of the receipt of the defective product, barring unforeseen delays.

In-Ground Swimming Pool Variable Speed Pumps carry a 2 year warranty from sale date, with proof of purchase.

Proof of purchase is required for warranty coverage. Warranty registration card must be submitted for applicable products. In the event proof of purchase is not available, the manufacturing date of the product will be the sole determination of purchase date.

To obtain warranty, replacements or repair, defective components or parts should be returned, transportation paid, to the place of purchase. In the event the place of purchase is not applicable Waterway Plastic should be contacted for necessary return instructions. No returns may be made directly to the factory without the express written authorization of Waterway Plastics.

Waterway Plastics shall not be responsible for cartage, removal and/or reinstallation labor or any other such costs incurred in obtaining warranty replacements.

Disclaimer

Waterway is not liable for incidental or consequential damages, loss of profit, loss of time, inconvenience and incidental expenses. This warranty is limited and shall be in lieu of any other warranties, expressed or implied, including but not limited to, any implied warranty or merchantability or fitness for a particular purpose. There are no other warranties that extend beyond the description of the face hereof. The liability of Waterway arising out of its supply of said products, or their use, shall not in any case exceed the cost of correcting defects in the products as above set forth.

Although Waterway Plastics provides all information, recommendation, or advice regarding its products in good faith, each user bears full responsibility for making its own determination as to suitability of Waterway's products, recommendations, or advice for its own particular use. Each user must identify and perform all tests and analysis necessary to assure that its finished products incorporating Waterway's parts or products will be safe and suitable for use under end-use conditions. This includes but not limited to verification of exposure to ambient operating conditions, adhesives, foams and any other type chemicals during the assembly or the end use conditions. Due to environmental conditions out of our control, we are unable to warranty discolorations or corrosion on stainless steel parts.

This warranty does not apply if the failure is caused or contributed to by any of the following: improper handling, improper storage, improper installation abuse, unsuitable application of the product, lack of reasonable and necessary maintenance, improper packaging for return, or repairs made or attempted by any other company, which in the judgment of Waterway adversely affects the product's performance and reliability. Waterway reserves the right to change its warranty at any time.

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