

SKIMMER PLUG LIMITED WARRANTY

All Skimmer Plugs are warranted to be free of defects in workmanship and materials under normal use and service for a period of 12 months from the date of purchase. Replacement of the product as set forth in this limited warranty shall be the original purchaser's sole and exclusive remedy and SimPoolTec, LLC sole and exclusive liability for breach of this warranty.

If a Skimmer Plug has been damaged as a result of carelessness, improper handling, insects, rodents, or misapplication is specifically excluded from this warranty.

If within the warranty period, a Skimmer Plug shall prove defective, it shall be replaced as follows.

- 1. The original retail purchaser shall contact SimPoolTec directly, as soon as possible after discovery of the defect.
- 2. SimPoolTec will send a replacement Skimmer Plug to the customer; customer must pay for all shipping charges.

In no event shall SimPoolTec be liable for labor or material charges in connection with removal or replacement of the defective product. SimPoolTec 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. There are no other warranties that extend beyond the description of the face hereof. The liability of SimPoolTec arising out of its supply of said products, or their use, shall not in any case exceed the cost of replacing the product as above set forth.

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.

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. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.