

# CMP LIMITED WARRANTY

Custom Molded Products, LLC takes great pride in the quality products that it manufactures. The company maintains high standards for the materials and workmanship that it invests in its products. Accordingly, Custom Molded Products makes this express Limited Warranty with respect to products manufactured solely by Custom Molded Products, LLC, as follows:

Custom Molded Products warrants its products to be free of defects in material and workmanship for a period of one (1) year from the date of original purchase of the Custom Molded Products product unless otherwise noted.

Exceptions to standard CMP one (1) year warranty:

- DEL UV-C 50: 2 year warranty
- UV-C Bulbs for DEL AOP & UV-C 50: 18 months
- Powerclean Salt Ultra: 3 year warranty (parts & labor)
- Powerclean Salt Ultra Extended Life: 4 year warranty (parts & labor)
- Powerclean Salt Econ: 2 year warranty (parts & labor)
- Replacement for T-15 Cell: 2 year warranty

This Limited Warranty will be applicable only if the product manufactured by Custom Molded Products is the sole and exclusive cause of a defect which is covered by this Limited Warranty. Your sole and exclusive remedy against Custom Molded Products, LLC, arising from the purchase or use of a product manufactured by Custom Molded Products, LLC is limited to the repair or supply of a replacement product in substitution of the product which is determined to be defective (after examination, verification and approval by Custom Molded Products, LLC) with a product of equivalent quality. Where applicable, labor costs for warranty repairs must be pre-approved or completed by a CMP warranty provider. All other compensation of whatever nature is hereby expressly excluded. This Limited Warranty begins on the date of first purchase of a product from Custom Molded Products, LLC.

The Limited Warranty is extended to the party making the original purchase of products from Custom Molded Products, LLC and no warranty is made nor authorized to be made assignable on resale by the original purchaser of products from Custom Molded Products, LLC. The repair or replacement product issued by Custom Molded Products, LLC pursuant to this Limited Warranty shall be warranted for only the unexpired portion of the original Limited Warranty.

This Limited Warranty does not apply to component parts manufactured by others or for damage to products manufactured by Custom Molded Products, LLC if such damage is caused by component parts manufactured by others. For component products manufactured by others the warranty established by that respective manufacturer, if any, will be applicable.

## THIS LIMITED WARRANTY DOES NOT COVER:

- Costs incurred in the shipment or cartage, removal and/or reinstallation (including but not limited to labor costs) with respect to the replacement product made available by Custom Molded Products, LLC pursuant to this Limited Warranty.
- Damage or improper operation of a product governed by this Limited Warranty to the extent same is caused by customer abuse, misuse, negligence, or failure to follow installation or operation instructions.
- Use for which the product is not designed.
- Fire, explosion, weather conditions or natural disasters.
- Faulty or improper installation.
- Ordinary wear and tear.
- Damage caused by negligent or improper maintenance procedures and other causes not specified, by beyond the control of Custom Molded Products, LLC.
- Improper packaging, repackaging or damage incurred in shipping.

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In order for this Limited Warranty to be effective you must:

- Be the original purchaser of the product from Custom Molded Products, LLC.
- Have not structurally modified, misused or misapplied the product manufactured by Custom Molded Products.
- Have maintained the Custom Molded Products product in accordance with the instructions from Custom Molded Products, LLC or as described in maintenance materials provided by Custom Molded Products, LLC to you.
- Have complied with all terms for the payment of the Custom Molded Products product.
- Made your claim in writing to Custom Molded Products within the time provided and in accordance with the terms of this Limited Warranty.

THERE ARE NO WARRANTIES APPLICABLE TO PRODUCTS MANUFACTURED BY CUSTOM MOLDED PRODUCTS EXCEPT AS EXPRESSLY STATED HEREIN AND THIS WARRANTY IS IN SUBSTITUTION FOR AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL CUSTOM MOLDED PRODUCTS BE LIABLE FOR ANY LOSS OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE OR COSTS. CUSTOM MOLDED PRODUCTS SHALL NOT BE LIABLE FOR ANY LOSS OF USE, INCOME OR PROFIT, DAMAGE TO OTHER PROPERTY, ATTORNEY'S FEES OR THIRD PERSON CLAIMS NOT WITHSTANDING A PRIOR NOTICE TO THAT EFFECT FROM THE BUYER OR UNDER ANY OTHER CIRCUMSTANCES.

CUSTOM MOLDED PRODUCTS SHALL HAVE NO LIABILITY TO THE BUYER AND SHALL HAVE NO RESPONSIBILITY FOR THE COSTS OF LABOR, TRANSPORTATION OR OTHER COST INCURRED IN THE REMOVAL AND/OR INSTALLATION OF PRODUCTS MANUFACTURED BY CUSTOM MOLDED PRODUCTS COVERED BY THIS WARRANTY.

THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOM MOLDED PRODUCTS' LIABILITY OF ANY KIND AND THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER, WHETHER IN LAW OR IN EQUITY FOR A BREACH BY CUSTOM MOLDED PRODUCTS OF ANY AND ALL WARRANTIES SHALL BE LIMITED TO THE REPAIR OF, OR AT CUSTOM MOLDED PRODUCTS' OPTION, THE REPLACEMENT OF PRODUCTS MANUFACTURED BY CUSTOM MOLDED PRODUCTS WHICH ARE COVERED BY THIS WARRANTY.

This warranty is valid only in the United States of America.

## TIME LIMIT ON COMMENCING LEGAL ACTION

It is agreed that you have 30 days from the accrual of a claim to inform CUSTOM MOLDED PRODUCTS, LLC. by registered mail with acknowledgement of receipt. It is agreed that you have one year from the accrual of a claim to commence any legal action arising from the purchase of a product manufactured by CUSTOM MOLDED PRODUCTS, LLC.

This Limited Warranty shall be governed by and construed in accordance with laws of the State of Georgia, except as to its principles of conflicts of laws, and CUSTOM MOLDED PRODUCTS, LLC and you irrevocably submit to the jurisdiction of the State of Georgia and the venue of Coweta County in any action brought by the parties hereto concerning this Limited Warranty or the performance by CUSTOM MOLDED PRODUCTS, LLC thereunder.

For communication related to replacement products or other issues respecting this Limited Warranty, please contact:

Custom Molded Products, LLC.  
36 Herring Road, Newnan, Georgia 30265  
Phone: 770.632.7112 FAX: 770.632.7115