

VORTEX LIMITED WARRANTY

All Vortex Aquatic Structures International (“Vortex”) aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties commence on the date of Vortex’s invoice. Should any failure to conform to the warranties appear within the applicable warranty coverage periods, Vortex shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 90 days of written notification.

COVERAGE PERIODS

25 YEARS	10 YEARS	5 YEARS	2 YEARS	1 YEAR
<ul style="list-style-type: none">Stainless steel tubing	<ul style="list-style-type: none">Structural Stainless Steel*Weld workmanshipSpraylink™ underground system	<ul style="list-style-type: none">AluminumBrassPolymer PanelsSpray nozzles	<ul style="list-style-type: none">FinishesGalvanized steel structuresPlumbing ComponentsMechanism & HardwarePolymerElastomer	<ul style="list-style-type: none">Concrete ComponentsElectrical ComponentsPaint graphic & DecalFiberglass composite

**Stainless steel used for climbable structures or used to hold a minimum weight of 240 lbs.*

EXCLUSIONS TO LIMITATIONS

Except as expressly set out herein, all warranties provided by the manufacturers and distributors of components, equipment, and parts (“Manufacturer”) on products are hereby assigned to the owner, to the extent permitted by the Manufacturer, as the owner’s sole and exclusive remedy with respect to such items. Any assistance by Vortex and/or its authorized partners with regard to component warranties shall not constitute an adoption of the responsibilities of a component manufacturer with regard to its component warranties. This Limited Warranty also does not apply to the following items:

- Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts);
- Exceeding product and system design capacities;
- Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex;
- Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed;
- Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex;
- Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing;

VORTEX LIMITED WARRANTY (CONT.)

7. Use of non-original manufacturer replacement parts;
8. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components;
9. Products, equipment and parts that are exposed to water chemistry profiles outside environmental parameters and swimming pool industry standards;
10. Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions;
11. Accidental damage, fire, acts of God or other circumstances outside the control of Vortex;
12. Personal injury due to improper use of Vortex equipment;
13. Vandalism;
14. Failure or Neglect to carry out regular inspection and maintenance of Vortex equipment according to best practices and the procedures and documentation provided by Vortex taking into account its frequency of use and the surrounding environmental conditions;
15. Product installed within 500 yards of saltwater shoreline will be covered for half the period of the standard warranty up to a maximum of 5 years, for defects caused by corrosion;
16. Damage or deterioration of cosmetic surface finishes, including cracking, crazing, discoloration, air voids, fading, or oxidation of gel coat, fabrics, vinyls, plastics, painted items or stainless steel finishes.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by:

Email: support@vortex-intl.com

Mail: Vortex Aquatic Structures International, 7800 Trans Canada, Pointe-Claire, QC, H9R 1C1, Canada

Fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims. For approved warranty replacements, Vortex shall deliver the repaired or replacement part or parts via economical ground shipping free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client. Vortex will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits or costs for removal and installation required to perform repairs or replacements, including any labor, travel and rental equipment costs arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.



vortex-intl.com
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