

1. **LIMITED WARRANTY:** All Paddock "PPEC Series" filters shall be warranted as described. Applicable warranty period shall be fifteen (15) years from date of installation. Warranty shall cover filter body and filter head. Internals shall be warranted for a period of ten (10) years from date of installation. Warranty shall be non-prorated. Warranty obligation of Seller is limited to providing remedial service during Seller's normal business hours and days during warranty period and repairing or replacing at its option, a Product which has been, during warranty period, promptly reported by Purchaser to Seller at Paddock Pool Equipment Company P.O. Box 11676, Rock Hill, SC 29731, as defective in material or workmanship and is so found by Seller upon inspection. Examination and repair or replacement of such Product will be effected on location with no charge to Purchaser for service time expended. Product to be examined replaced or repaired at Purchaser's facility. If examined and Product is found not to be defective or is not for some other reason within warranty coverage, Seller's service time expended on location will be charged to Purchaser. Purchaser shall be responsible for all maintenance service. (This warranty gives Purchaser specific legal rights and Purchaser may also have other rights which vary from state to state.)
 - a. Warranty Limitation and Exclusion: Seller shall have no further warranty obligation under this agreement if the Product is subject to abuse, misuse, negligence, freezing, improper installation, accident or use contrary to instruction furnished by sellers Product operation and maintenance documentation.
 - b. DISCLAIMER OF UNSTATED WARRANTIES: WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE AND IS EXCLUSIVE. IT IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OR MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
 - c. LIMITATION OF LIABILITY: IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION, REGARDLESS OF FORM ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. (Some states do not allow exclusion or limitation of consequential damages, so above limitation or exclusion may not apply to you.)
2. All Paddock supplied electronic controls and products shall be warranted as described. Applicable warranty period shall be five (5) years from date of installation. Warranty shall be non-prorated.
3. All Paddock supplied valves shall be warranted as described. The applicable warranty period shall be two (2) years from date of installation. Warranty shall be non-prorated.
4. **INDEMNIFICATION:** Purchaser hereby agrees to indemnify and hold Seller harmless from and against any liability, cost, expense (including reasonable attorney's fees), claims, judgment, settlement or damage that Seller may be required to pay to any employee of Purchaser who alleges or proves that he or she has been injured in the course of his or her employment while working with the equipment or material supplied by the Seller under the Agreement, which is caused or contributed to by the negligence or default of Purchaser. If the Purchaser resells the equipment or material supplied by the Seller under this Agreement, Purchaser will request and if possible obtain from its purchase indemnifications similar to the foregoing for the benefit of the Purchaser and Seller harmless with regard to any claim for economic loss raised by a purchaser on resale of the equipment.