

Synergy Global Supply Inc.
Limited Warranty for SYN 3000 and SYN 4000
28V Battery Powered Pool Lifts

Warranty applies to the original purchaser only, this warranty is not transferable and includes Synergy Global Supply Inc. Model SYN 3000 and Model SYN 4000 Pool Lifts. All warranties start from the date of delivery:

- 1) Limited five, (5), year warranty on the frame integrity, not including the powder coat finish or electronics.
- 2) All non-metal frame parts, such as plastic seat, armrests, footrests and not including battery, hand controls and electronics, manufactured by Synergy Global Supply Inc. are warranted for two, (2), years when the assemblies are properly installed in accordance with the installation instructions, and properly used and maintained
- 3) Battery, battery charger, fixed mounted control box and enclosed PCB board and switches, hand controls mounted on or in conjunction with the Voyager Pool Lift and all other electronic components carry a one, (1), year warranty.

This warranty specifically excludes reimbursement for labor to remove, repair, or install the product and any return freight charges.

The stated warranty does not cover damages due to accident, misuse, abuse, negligence, normal wear and tear from daily use or failure to properly maintain this product. In the event that any products are altered, repaired, improperly installed, or improperly used by anyone **all warranties are void.**

IMPORTANT NOTICE: THE AMOUNT OF WEIGHT PLACED ON EITHER THE SYN 3000 OR THE SYN 4000 POOL LIFT SHALL NOT EXCEED THE RATED LIFTING CAPACITY OF 350 POUNDS.

Exceeding this weight limit may be dangerous to the occupant using the Lift and voids all warranties expressed or implied.

Synergy Global Supply Inc. warrants that the SYN 3000 and SYN 4000 are built to ADA compliance standards; an independent report compiled by Dunlap & Partners Engineers is available on line or by request. Synergy Global Supply Inc. DOES NOT install Pool Lifts and does not warranty its products against damage or harm to others caused through negligence by installation companies due to, but not limited to:

- Improper mounting of the unit;
- Improper grounding and bonding of the unit;
- Misalignment or installation of the unit in a manner that causes the unit to not function correctly;
- Installation of a damaged unit;
- Installation of damaged or incorrect parts;
- Operation of the unit with a discharged or depleted battery.
- Misuse or neglect in the maintenance of the unit

- Leaving batteries in the unit during non use that may cause discharge and corrosion of the battery and connections
- After market modifications to the unit
- Use of replacement parts not authorized by Synergy Global Supply, Inc

To initiate a warranty claim the owner of a Synergy Global Supply Inc. product must provide the following in writing:

- Place of purchase
- Full description of product
- Serial number of product
- Dates of purchase and installation
- Name, address, and phone number of installer
- Exact nature of defect.

Within thirty (30) days of receiving a written warranty claim Synergy Global Supply Inc. will, barring any unforeseen delays, notify the place of purchase of its decision regarding the warranty claim. Synergy Global Supply reserves the right to inspect damaged equipment, or hire independent third party investigators to inspect the property where the claim was initiated.

Synergy Global Supply Inc., reserves the right to have any defective products returned to its warehouse, designated factory location, or to a duly appointed distributor for inspection and/or repair. Freight charges will be prepaid by the customer.

Synergy Global Supply Inc. will, at its option, repair or replace the failed or defective item or parts, and deliver the repaired product or replacement parts to the destination provided in the original purchase order. Freight charges will be prepaid by the customer.

Products returned to Synergy Global Supply Inc. for which Synergy Global Supply Inc. provides replacement under this limited warranty shall become the property of Synergy Global Supply Inc. A new warranty period shall NOT be established for the repaired or replaced products. Such products shall remain under warranty only for the remainder of the original warranty period on the original products purchased.

This written limited warranty constitutes the final, complete and exclusive statement of warranty terms. This warranty is applicable to the original purchaser and is not transferable. No person or organization is authorized to make any other specific or implied warranties or representations on behalf of Synergy Global Supply Inc.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE

SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCTS SHALL BE LIMITED TO REPAIR OR REPLACEMENT AT SYNERGY GLOBAL SUPPLY INC. DESIGNATED FACTORY LOCATION, OR DULY APPOINTED DISTRIBUTOR, OR IN PLACE AT SYNERGY GLOBAL SUPPLY INC. IN NO EVENT SHALL SYNERGY GLOBAL SUPPLY INC. LIABILITY EXCEED THE ENTIRE AMOUNT PAID TO Synergy Global Supply Inc. BY THE ORIGINAL PURCHASER FOR THE FAILED OR DEFECTIVE PRODUCT. IN NO EVENT SHALL SYNERGY GLOBAL SUPPLY INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS FROM ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.