

Cover-Pools Incorporated ("Cover-Pools") warrants all Step-Saver cover systems as a whole, including all of its components and parts when purchased by a retail buyer as follows:

**SEVEN -YEAR WARRANTY ON COMPONENTS:** Dealer warrants the Step-Saver manual cover system to be free from defects in material and workmanship, or failure to perform, under normal use and service for seven years to the original purchaser from the completion of installation. The warranty is transferable to subsequent owners. Subsequent owners are required to provide notice to Cover-Pools by registering their name and address within thirty (30) days of purchase date. This warranty does not cover any associated labor costs.

**SEVEN-YEAR LIMITED WARRANTY ON PREMIUM FABRIC:** Cover-Pools warrants all fabric used in a Cover-Pools system to be free of defects under normal use and service for seven (7) years from the date of installation (the "Warranty Period") as specifically provided hereinafter.

In the first two (2) years of the warranty period, Cover-Pools will arrange for the repair or replacement of the defective cover fabric without charge for materials. During years three (3) through seven (7) of the Warranty Period, the costs of repair or replacement will be prorated at 1/84 per month for each remaining month of the warranty, not including any costs for labor. Cover-Pools will not be responsible for any charges associated with or resulting from labor costs. Cover-Pools warrants that during the Warranty Period the cover fabric will not shrink or deteriorate as to its imperviousness to water to such an extent that water could penetrate the cover in an amount that makes the cover no longer reasonably operable.

**OTHER COMPONENT WARRANTIES:** Cover-Pools also provides the following express warranties:

1. Extrusions are warranted for seven (7) years; any powder coated or custom coloring on extrusions are warranted against flaking due to faulty manufacturing for three (3) years.
2. The Everlast™ bench system is warranted for five (5) years.
3. The water removal pump is not warranted for any period of time by Cover-Pools; the water pump has only the express warranty provided by its manufacturer.

This warranty does not cover failures, defects, malfunctions or complaints resulting from the following:

1. Failure to properly install, operate or maintain the product in accordance with Cover-Pools' published installation, operation and/or maintenance manuals.
2. The occurrence of pinholes.
3. Fading of the vinyl and/or webbing.
4. The workmanship of any installer or service professional.
5. Use of non-factory authorized parts or accessories in conjunction with the cover(s).

**General Terms & Conditions of Warranty:** The above-stated warranties are transferable but do not apply to products that have been moved from their original installation sites. The liability of Cover-Pools shall not exceed the replacement of the defective product or its parts, and does not include transportation costs and/or costs for labor to service or repair the defective product. Cover-Pools is not responsible for charges or delays incurred when a servicer is unable to perform service due to lock outs, animals, intolerable pool or spa water temperature when entry into the pool is required for service, service refusals, etc. No reimbursements will be made for loss and/or usage of water, fuel or other resources resulting from product defects. A third-party service provider may charge the end-user/customer for parts and/or labor required to resolve any issue not covered by warranty, such as improper installation; Cover-Pools is not responsible for these charges.

This is the only warranty given by Cover-Pools. No one is authorized to make any other warranties on behalf of Cover-Pools. IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE EXPRESS WARRANTIES LISTED ABOVE. Some states and/or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Cover-Pools expressly disclaims and excludes any liability for consequential, incidental, indirect, or punitive damages for breach of any expressed or implied warranty. In no event shall Cover-Pools be liable for incidental or consequential damages of any nature, including damage to tile, stone, coping, fixtures, skimmers or skimmer covers, plumbing, drains, landscaping, animals, plants, or dwellings. Some states and/or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

This warranty gives you specific legal rights. You may also have other rights that vary by state and/or province. For warranty consideration, contact the installer and provide the following information: proof of purchase, identification of the equipment, date of completion of installation, and nature of defect(s). Service will be provided by the dealer during normal business hours. For the location of the nearest independent dealer and/or distributor, contact the Cover-Pools Customer Service department. All parts shipped F.O.B. Salt Lake City, Utah.

ISSUED TO:

EFFECTIVE DATE:

INSTALLING DEALER:

THIS WARRANTY IS EFFECTIVE WHEN SIGNED AND DATED. PROOF OF PURCHASE MUST BE PROVIDED. FAILURE TO PAY ALL CHARGES IN ACCORDANCE WITH THE ORIGINAL TERMS OF THE SALE SHALL NULLIFY THIS WARRANTY. FAILURE TO PROPERLY INSTALL, OPERATE OR MAINTAIN THE PRODUCT IN ACCORDANCE WITH THE PUBLISHED INSTALLATION, OPERATION AND/OR MAINTENANCE MANUALS WILL NULLIFY THIS WARRANTY; IT IS THE SOLE RESPONSIBILITY OF THE PURCHASER/HOMEOWNER TO VERIFY THE STANDING OF THE INSTALLER AND TO CONFIRM THAT THE INSTALLER IS QUALIFIED, LICENSED AND/OR INSURED ACCORDING TO STATE REQUIREMENTS.