

EnergySaver XER Swimming Pool Covers LIMITED WARRANTY

(FOUR YEAR REPAIR OR REPLACEMENT/THREE YEAR DISCOUNT ON REPLACEMENT)

S.R.Smith, LLC, [formerly T-Star Enterprises] (herein after known as “the manufacturer”) warrants EnergySaver swimming pool covers (herein after known as “the product” or “the products”) of its manufacture and bearing its trademark to be free of defects in materials and workmanship for the warranty period and subject to the terms set forth below.

In the event the product fails to conform to the foregoing warranty during the first four years following the date of sale (the “initial warranty period”), the manufacturer shall, at its sole option and as the customer’s exclusive remedy, either repair or replace the nonconforming product.

In the event the product fails to conform to the foregoing warranty during the fifth (5th), sixth (6th) or seventh (7th) year following the date of sale (the “replacement discount warranty period”), the manufacturer shall, as the customer’s exclusive remedy, offer the customer a replacement pool cover at a discount of 30% (during the fifth year), 20% (during the sixth year) or 10% (during the seventh year) off the manufacturer’s then current pricing for a substantially similar product

The manufacturer’s obligation hereunder is conditioned on the customer promptly notifying the manufacturer of the defect in writing during the applicable warranty period.

No repair or replacement of the defective products shall extend the warranty period. If the manufacturer determines that any claimed breach is not, in fact, covered by this warranty, the customer shall pay the manufacturer customary charges for any repair or replacement.

The foregoing warranty is subject to the following conditions: (1) the customer shall have operated and maintained the product in accordance with all instructions provided by the manufacturer, such as maintaining water chemistry and temperature (78° – 82° F); (2) the customer shall not have made any unauthorized repairs and/or alterations; (3) the customer shall not be default of any payment obligation to the manufacturer and/or its authorized

representative; (4) if requested, the customer shall return or ship the product to the manufacturer or its authorized service center and customer shall prepay all inbound and outbound freight costs; and (5) the customer must provide a complete and detailed description of the problem, including, without limitation, the manufacturer’s job number, date of delivery, date of installation, and the operating conditions of the product(s).

This warranty does not extend to, and the manufacturer assumes no responsibility for (1) the installation quality or any service defects resulting there from unless the manufacturer’s representative or designee supervised the installation; (2) in the event that the product’s size and specifications are predetermined by someone other than the manufacturer or its authorized representative, the serviceability and/or performance of the product(s) for the specified design and/or actual operating conditions; (3) any auxiliary equipment and/or accessories supplied by the manufacturer but produced by others (the original manufacturer’s warranty, if any, shall apply to such products); (4) damage to the product(s) resulting from normal wear, abuse, neglect or operation in the manner inconsistent with the manufacturer’s recommendations; or (5) damage to the products that have been modified, tampered with or altered without the written consent of the manufacturer’s.

In addition to the foregoing conditions and limitations, the following product-specific limitations and conditions must be satisfied for the foregoing to apply:

1. This warranty does not cover damaged caused by chemical action or abrasive material, damage caused by handling or during transportation, or damage arising from misuse, installation or any other cause beyond the manufacturer’s control.
2. When stored for outdoor application, the product must be shielded from direct UV exposures. This warranty does not cover damage caused by the failure to shield the product from harmful UV exposures.



ENERGYSAVER XER SWIMMING POOL COVERS LIMITED WARRANTY

THE MANUFACTURER'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES SHALL BE: (1) DURING THE INITIAL WARRANTY PERIOD, REPAIR OR REPLACEMENT OF ANY NONCONFORMING PRODUCTS, IN EACH CASE AT MANUFACTURER'S OPTION; AND (2) DURING THE REPLACEMENT DISCOUNT WARRANTY PERIOD, THE DISCOUNT DESCRIBED ABOVE. ANY IMPLIED WARRANTIES LAST ONLY AS LONG AS THE INITIAL WARRANTY PERIOD LISTED ABOVE. THIS INCLUDES BUT IS NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

THE REMEDIES PROVIDED ABOVE ARE THE CUSTOMER'S SOLE REMEDIES FOR THE MANUFACTURER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS. CORRECTION OF ANY NONCONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE WARRANTY LIABILITIES OF THE MANUFACTURER'S WHETHER THE CLAIMS OF THE PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF THE WORK PERFORMED HEREUNDER.

LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THE MANUFACTURER AND ITS SUPPLIERS AND ANY AFFILIATED COMPANIES SHALL NOT BE LIABLE FOR ANY

CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND THE MANUFACTURER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCT(S) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT(S). THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

Some states do not allow the exclusion or limitation of incidental, special or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. The warranty is extended to, and enforceable only by the original retail purchaser, and is not transferable.

No representative of manufacturer, nor any of its agents, distributors or dealers, has any authority to alter in any manner the terms of this warranty and manufacturer is not responsible for any undertaking, representation or warranty made by any other person beyond the warranty expressly set forth in this warranty.