MANUFACTURER'S & INSTALLER'S WARRANTY ON THE SOLAR SAFE POOL COVER POWERLOCK POOL COVER LIMITED WARRANTY (during the third through eighth year)



1. SCOPE OF COVERAGE: This Warranty applies to the new SOLAR SAFE POOL COVERS (hereafter called SSPC) Powerlock pool cover purchased by original retail buyer for use on premises. This warranty covers the SSPC pool cover as whole including all of its components and parts.

2. EIGHT YEAR WARRANTY ON THE COVER MATERIAL: SSPC warrants the SSPC pool cover material to be free from manufacturer's defects or other malfunction or failure to perform, under normal use and service, for eight years from the date of the completion of installation. In the first two years of the warranty period SSPC will repair or replace, at its option, the defective cover without charge. During the third through eighth years, the costs of replacement cover material will be prorated, not including any costs for labor. The current list cost of replacement cover material will be reduced by 1/96 for every full month remaining in the warranty period. SSPC will not be responsible for any charges associated with or resulting from labor costs after the first two years. THE COVER MATERIAL MUST BE TREATED WITH AN APPROVED VINYL CONDITIONER EVERY SIX MONTHS AS DIRECTED OR THE COVER MATERIAL WARRANTY IS VOID.

3. INSTALLATION WARRANTY: SSPC warrants the installation to be free from any defects in workmanship, or other malfunction or failure to perform, under normal use and service, for two years from the completion of installation.

4. WARRANTY PERFORMANCE: Service will be provided by SSPC's factory service organization during normal business hours after you notify SSPC giving identification of the equipment, date of completion of installation, and nature of the defect. Notify SSPC either by phone at 623-869-6015 or by email at info@solarsafepoolcovers.com. To verify that your warranty is still in effect you must furnish evidence of the date of the completion of the installation.

5. WHAT IS NOT COVERED: The above warranties do not apply to:

1.) Conditions resulting from a defect in a component part which is not part of the SSPC pool cover system.

2.) Conditions resulting from a failure to provide reasonable and necessary maintenance in accordance with the SSPC Owner's Manual.

3.) Conditions resulting from any misuse, abuse, negligence, accident, or alteration.

4.) Cuts, tears, holes, or other damage caused by sharp objects, dragging cover over rough surfaces, animals scratching or chewing, or other factors beyond SSPC's control.

5.) Normal fading, pinholes, and minor deterioration of exterior surfaces, except conditions that affect performance.

6.) Conditions resulting from improper water balance or improper chemical use.

7.) Cover pump and cordless drill, if provided, are covered by the respective manufacturers' warranties only.

8.) Corrosion to system components is not a manufacturer's defect and is not covered by warranty.

9.) Labor after two years from date of completion of installation.

6. OTHER RIGHTS AND REMEDIES:

1.) NO OTHER EXPRESS WARRANTIES. Unless otherwise explicitly agreed in writing, it is understood that these are the only written warranties given by SSPC, and SSPC neither assumes nor authorizes anyone to assume for it any other obligations or liability in connection with this system.

2.) **IMPLIED WARRANTIES.** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state, implied warranties of merchantability and, in certain instances, of fitness for a particular purpose.

7. DISCLAIMER: SSPC shall have the sole right to determine if the parts are to be repaired at the jobsite or whether they are to be returned to the factory for repair or replacement. SSPC will not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication of them, or from damage due to accident, abuse or Act of God. In no event shall SSPC be liable for loss, damage or expense directly or indirectly arising from the use of the units, or from any other cause, except as expressly stated in this warranty. SSPC makes no warranties, expressed or implied, including any warranty as to merchantability or fitness for a particular use. SSPC is not liable for and Purchaser waives any right of action it has or may have against SSPC for any consequential or special damages arising out of any breach of warranty, and for any damages Purchaser may claim for damage to any property or injury or death to any person arising out of its purchase or the use, operation, or maintenance of the product. SSPC will not be liable for any labor sub-contracted or performed by Purchaser for preparation work for field repair or replacement. Invoicing of SSPC for labor either performed or sub-contacted by Purchaser will not be considered as a liability by SSPC

ISSUED TO:_____

EFFECTIVE DATE: ______AUTHORIZED SIGNATURE: ____

(Note: Above warranty effective when signed and dated by authorized agent of SSPC)