

LIMITED FABRIC WARRANTY FOR Duragard™ AND TERMS OF USE

When installed as directed, the Duragard™ fabric purchased by a retail buyer is warranted for a limited time period as noted below and is subject to the following limitations and exceptions:

1. **Scope of Coverage:** this warranty applies to a new Coverstar Duragard™ fabric purchased by a retail buyer for installation on a residential pool.
2. **Sole and Exclusive Limited Five Year Duragard™ Fabric Warranty:** The sole and exclusive remedy, with respect to any failure of the Duragard™ fabric covered by this warranty is as follows: For twenty-four months from the date of manufacture, Coverstar will repair or replace a Duragard™ Fabric that fails to meet ASTM F1346-91 safety standards without charge for materials or factory labor. During the twenty-fifth through the sixtieth month of the limited warranty period, the cost of factory repair or replacement will be prorated 1/60 per month for each month of the warranty period from the date of shipment from Coverstar. Labor to remove or replace a cover is not covered under this warranty. Shipping expenses to and from the service center are the responsibilities of the cover owner. COVERSTAR, LLC'S SOLE RESPONSIBILITY IS AS STATED HEREIN. INDER NO CIRCUMSTANCES SHALL COVERSTAR BE LIABLE TO RETAIL BUYER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO RETAIL BUYER'S PURCHASE OR USE OF THE DURAGARD™ FABRIC.
3. **Notice of Warranty Performance Claim:** Notice of any warranty claim on Duragard™ fabrics covered by this warranty must be sent to a Coverstar authorized service center immediately upon any occurrence of any condition which affects the safety performance of the cover system. In such event, the pool owner is solely responsible to take appropriate steps to secure the safety of the pool. All claims for repair or replacement evaluation must be submitted within three (3) months of the fabric failure which is the subject of the claim. The written notice of warranty claim must contain a reasonable description of the fabric failure, the identity and address of the retail buyer, and the date of purchase. Failure to provide written notice of the warranty claim will void this warranty to the full extent allowed by law.
4. **What is not covered:** This warranty does not cover deterioration caused by improper chemical balance in the pool water, damage by animals, abuse, abrasion, neglect, puncture, exposure to damaging chemicals, or abnormal wear and tear. Cosmetic or physical changes to the pool cover including, but not limited to, fading, discoloration, deterioration, pin holing, plastic loss, or stiffening resulting from exposure to the pool environment is not covered unless it has caused the cover to fail to meet ASTM F1346-91 safety standards. Broken ropes and torn sewn webbings are only covered if it is determined that they had a manufacturing defect. Claims for repair to the pool, equipment, decks, water, or any surrounding material through installation or use of the cover system are excluded. Damage to a cover that is the result of an act of God or events or conditions not within the control of Coverstar Inc, including, but not limited to: damage caused by earthquake, flood, tornado, hail, high wind, falling objects, etc., improper installation, improper operation, or failure to provide care and maintenance in accordance with Coverstar owner's manual or video instructions is not covered. This limited warranty will be void unless the purchase price of the cover or system is paid for in full, prior to delivery to Coverstar, Inc. of the warranty notice. Coverstar Inc. shall not be responsible for any representations, whether express or implied, made by its employees, agents, representatives, distributors, contractors or other similar persons that conflict with the terms of this limited warranty unless such representations are contained in writing signed by the president of Coverstar Inc. In no event shall Coverstar Inc.'s waiver of any of the terms and conditions hereunder be deemed a continuing waiver or constitute a waiver, whether express or implied, of any of the remaining terms and conditions hereof.
5. **DISCLAIMER of Other Rights and Remedies:** EXCEPT AS DESCRIBED IN THE ABOVE WARRANTY, COVERSTAR INC. EXPRESSLY DISCLAIMS, TO THE FULL EXTENT POSSIBLE, WITH RESPECT TO THE DURAGARD™ FABRIC, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. It is understood that these are the ONLY warranties (express or implied) given by Coverstar, LLC. This warranty gives you specific legal rights. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. Coverstar reserves the right to contest the application of any such laws to the retail buyer; however, if these laws apply to the retail buyer, some or all of the above disclaimers, exclusions, or limitations may not apply to the retail buyer, and such buyer may have additional rights, which may vary from state to state, including implied warranties.
6. **Limitation on Claim:** Any action for breach by Coverstar Inc. of this warranty and any related contract for sale of Duragard™ must be commenced by the retail buyer or any third party beneficiary within twenty four (24) months after the cause of action has accrued.
7. **Governing Law:** This Limited Warranty shall be governed by the laws of the state of Utah without reference to conflicts of laws. All actions, claims or disputes arising under or relating to his Limited Warranty shall be brought and venued in the Fourth District Court, in the state of Utah. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by such state district court. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction over such party by the above named state court, and to the laying of venue of any such suit, action or proceeding in such state court in the state of Utah.
8. **Enforcement:** If any action in law or in equity is necessary to enforce the terms of this Limited Warranty and Terms of Use, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled. If any provision of this Limited Warranty and Terms of Use is determined to be invalid under, it is to that extent to be deemed omitted, and the balance of the Limited Warranty and Terms of Use shall remain enforceable.
9. **Integration:** This Limited Warranty and Terms of Use constitutes the complete and exclusive statement of the agreement between Coverstar Inc. and the retail buyer, or any person entitled to assert such buyer's rights hereunder, with respect to the services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the subject of this Limited Warranty and Terms of Use.