

## **MANUFACTURER'S LIMITED 15 YEAR PRO-RATED WARRANTY**

This Limited Pro-Rated Warranty applies to LOOP-LOC® Safety Swimming Pool Covers, ULTRA-LOC SOLID® Safety Swimming Pool Covers, and LOOP-LOC® Safety On-Ground Swimming Pool Covers, all of which are manufactured by Pool Cover Corp.

Pool Cover Corp. warrants to the Original Purchaser (the person or entity for whom the Pool Cover Corp. Swimming Pool Cover is originally installed) that at the time of original installation the Pool Cover Corp. Swimming Pool Cover to which this warranty applies, is free from defects in material and workmanship under normal use, service and conditions, but only when installation has been correctly done by a qualified swimming pool professional. Pool Cover Corp. will furnish at no cost a replacement cover, or at our option, repair any part or parts, which prove to our satisfaction to be defective within 24 months from the factory shipping date or from the date of installation (provided the Original Purchaser completes and returns to Pool Cover Corp. the warranty card or other acceptable proof of purchase within 30 days of purchase).

Pool Cover Corp. also warrants to the Original Purchaser that if it shall be disclosed to our satisfaction that the Swimming Pool Cover fails under normal use, service and conditions, and if such disclosure is made within 15 years from the original factory shipping date, we will furnish a replacement Swimming Pool Cover of comparable model to the Original Purchaser through a qualified Swimming Pool Professional at a pro-rated fraction of current list price of the Pool Cover Corp. Swimming Pool Cover, calculated as follows: The customer will pay 1/156 for each month or part thereof elapsed from the 25th month after the factory shipping date, of the current list price of the replacement cover, plus a 10% service and handling charge.

No claim under this Limited Warranty can be made without returning the allegedly defective product to Pool Cover Corp., and return should be processed through the swimming pool professional that installed the product. Pool Cover Corp. is not liable for freight, installation, service or labor cost incurred in such return or in the delivery and installation of a repaired or replacement Swimming Pool Cover, under any circumstances.

Pool Cover Corp. Swimming Pool Covers can be considered to meet American Society for Testing and Material safety standards only during the period of this Limited Warranty as stated above, and should be replaced after fifteen years, no matter what the apparent condition.

### **CONDITIONS AND EXCLUSIONS**

The Customer MUST maintain the recommended water level whenever cover is in use listed in our Care and Maintenance Instructions and as follows:

Mesh In-Ground Covers: 15" – 18" below the top of the pool

Solid In-Ground Covers: 12" – 16" below the top of the pool

On-Ground Mesh – 14" below top and On-ground Solid: 12" – 14"

Failure to maintain that recommended level of water in the pool, while covered and during the winter months, will VOID this Limited Warranty in its entirety. For ULTRA-LOC SOLID SWIMMING POOL COVERS, all standing water must be removed with the LOOP-LOC automatic, self-priming cover pump.

Damage caused by animals (horses, deer, dogs, mice, etc.) is not covered under this Limited Warranty.

No warranty is given if the Pool Cover Corp. Swimming Pool Cover has been subject to repairs or alteration by anyone other than LOOP-LOC, or misuse, neglect, abuse, coping wear, drag holes, accident, or intense external thermal reaction (fire, heat burn, etc.).

Damage caused by wind, storm, or any other Acts of God are not covered under this warranty.

This Limited Pro-Rated Warranty shall not apply to the use of a standard or rectangular cover over an odd or irregularly-shaped pool.

This Limited Pro-Rated Warranty is extended to the Original Purchaser (as defined above) and may not be transferred or assigned.

Additional Conditions:

\* If you have loose unstable area installer must use anchor-in pipe.

\* Rough coping must be padded by installer or cover will suffer from premature coping wear damage. (LOOP-LOC'S Coping Protector Clips and/or additional padding is recommended to prevent coping from being marred on pools with painted aluminum or plastic coping.)

\* Contact with sharp hooved animals will cause damage, and must be avoided.

Pool Cover Corp.'s sole liability under this Limited Pro-Rated Warranty is as set forth above, and in no event shall Pool Cover Corp. be liable for any special, incidental, indirect or consequential damages whatsoever, including but not limited to damages for personal injury, property damage, inconvenience or loss of enjoyment.

This Pro-Rated Limited Warranty is granted subject to the laws of the State of New York, and is to be interpreted, construed and enforced pursuant to the substantive law of the State of New York, without regard to conflicts of law principles.

### **DISCLAIMER OF OTHER WARRANTIES**

The Limited Pro-Rated Warranty above is in lieu of any other warranty, express or implied, and of all other obligations or liabilities on our part, and we neither assume nor authorize any person to assume for us any other obligation or liability in connection with the sale of this product.

LIMITED TO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

