

TERMS AND CONDITIONS

Automatic Pool Covers, Inc. warrants the Cover Fabric ("Fabric") material free from defects due to excessive shrinkage or deterioration whereby the Fabric is unable to prevent a volume of pool water from penetrating through the bottom of the Fabric or which results in an inoperable Cover System.

The Cover Fabric Material Limited Warranty Period is five (5) years or sixty (60) months from the ship date of the Fabric from Automatic Pool Covers, Inc to the Pool Cover Dealer or Distributor.

Automatic Pool Covers, Inc. reserves the right to replace or repair the Fabric Material and include return shipping costs from Automatic Pool Covers, Inc during the first three (3) years or thirty-six (36) months of operation if defects in the Fabric are due to excessive shrinkage or deterioration of the Fabric where the Fabric is unable to prevent a volume of pool water from penetrating up through the bottom of the Fabric and which results in an inoperable Cover System.

Automatic Pool Covers, Inc. will replace or repair the Fabric Material in the fourth (4th) through fifth (5th) year, or thirty-seventh (37th) month through the sixtieth (60th) month of the Warranty Period, on a replacement cost basis including return shipping costs from Automatic Pool Covers, Inc. The material replacement cost will be reduced by one-sixtieth (1/60th) per month for each remaining month of warranty.

The automatic or manual pool Cover System must have been installed and operated in accordance with the Manufacturer's Installation and Owner's Manual in order to qualify for a warranty claim.

FABRIC LIMITED WARRANTY CONDITIONS:

Vinyl, ropes and hybrid-webbing are treated as individual parts of the Fabric, while all are covered under the Limited Warranty they are each covered individually, not wholly.

The Limited Warranty does not include any travel or labor costs for replacement or repair of warranted parts from Automatic Pool Covers, Inc. to the Pool Cover Dealer, Distributor or Pool Cover Owner.

The Limited Warranty does not cover shipping costs to Automatic Pool Covers, Inc.

The Limited Warranty does not cover incidental or consequential damages.

The Limited Warranty is not valid if full payment has not been received by Automatic Pool Covers, Inc. in accordance with the original terms and conditions of sale prior to warranty claim.

The Limited Warranty does not cover the following: Acts of God such as storm or flood, snow damage, operation of the Cover System with frozen water and/or in temperatures below forty (40) degrees Fahrenheit, inadequate pool water level, or due to user abuse, improper installation, improper chemical balance, normal fading of Fabric color, or failure to comply completely with the Manufacturer's Installation and Owner's Manual guidance.

All Limited Warranty Claims must be pre-authorized by Automatic Pool Covers, Inc. and components are required to be returned to Automatic Pool Covers, Inc. for warranty determination.

If Fabric is replaced within the first 36 months, the replacement Fabric will carry the balance of the original warranty.