

LIMITED CS300HD™ MECHANISM WARRANTY AND TERMS OF USE

When installed as directed, the COVERSTAR CS300HD™ POOL COVER MECHANISM purchased by the 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 pool cover mechanism purchased by a retail buyer for installation on or with a residential pool/spa.
- 2. Sole and Exclusive Limited twenty Year Warranty on the Mechanism:** The sole and exclusive remedy, with respect to any failure of the pool cover mechanism covered by this warranty is as follows: Latham Pool Products Inc. warrants the Coverstar CS300HD cover mechanism to perform the function of covering and uncovering a spa for twenty years from the date of shipment from Coverstar. The mechanism includes all mechanical parts on the reel mechanism except rope pulleys, guide feeds and sliders that are considered consumed through use. Extrusions of the cover system and electrical components are warranted for three years. The electrical motor is warranted against water damage for three years provided it is infrequently exposed to water and not submerged repeatedly or for extended periods of time. A recessed system must have adequate drainage and drainage from the housing must be maintained by the pool owner. Failure to maintain drainage will void the warranty. Latham Pool Products Inc. will repair or replace failures in components free of charge for parts and labor at its factory. LATHAM POOL PRODUCTS INC. SOLE RESPONSIBILITY IS AS STATED HEREIN. UNDER NO CIRCUMSTANCES SHALL LATHAM POOL PRODUCTS INC... 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 POOL COVER MECHANISM.
- 3. Notice of Warranty Performance Claim:** Notice of any warranty claim on the pool cover mechanism 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/spa. All claims for repair or replacement evaluation must be submitted to Coverstar within the thirteen (13) months after the pool/spa mechanism failure which is the subject of the claim has occurred. The written notice of warranty claim must contain a reasonable description of the mechanism 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. Coverstar warranty service is performed at the Lindon, Utah service facility. Any pool-side labor warranties issued by the installing dealer are independent from this limited Coverstar warranty. If a mechanism is repaired on site by the installing dealer or owner, a component covered by this warranty will be supplied at no charge except for shipping during the term of the warranty.
- 4. What is not covered:** This limited warranty does not cover conditions caused by abuse, neglect, abnormal wear and tear, electrolysis, or improper operation or installation, including your failure to comply with printed instructions or the operational video furnished with the cover system. Unreasonable use or failure to provide reasonable and necessary maintenance of the pool chemistry, fabric, rope, operating mechanism, and extrusions of the cover systems or defects arising from an improper installation are not covered. Shipping expense to and from the Coverstar, authorized service center is the responsibility of the cover owner. The CS300HD Cover System is designed to work on spas with a maximum cover size of 200 square feet. This warranty will be void if the CS300HD mechanism is installed on a spa that has a cover size that is larger than 200 square feet. The cover pump is not covered by Coverstar, but is warranted by the pump manufacturer according to its own warranty. All pump repairs are performed at an authorized service center listed in the pump instruction set. Coverstar is not an authorized pump repair or service center. This limited mechanism warranty is non-transferable. 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, of the warranty notice. Latham Pool Products 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. In no event shall Coverstar'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. The above warranties do not apply to: (i) conditions resulting from a defect in a component part that is not a part of the Coverstar pool cover system; (ii) normal fading and deterioration of surfaces resulting from exposure to the elements except conditions that affect ASTM F1346-91 safety performance; (iii) damage resulting from acts of God or events beyond the control of Latham Pool Products Inc. including, but not limited to, earthquake, flood, high wind, tornadoes, fire, hail, lightning, power surges etc., or (iv) systems in which any non-Coverstar parts have been used as part of the system or repair work done by non-authorized service personnel.
- 5. DISCLAIMER of Other Rights and Remedies:** EXCEPT AS DESCRIBED IN THE ABOVE WARRANTY, LATHAM POOL PRODUCTS INC... EXPRESSLY DISCLAIMS, TO THE FULL EXTENT POSSIBLE, WITH RESPECT TO THE POOL MECHANISM, 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. 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. Latham Pool Products Inc. 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 Latham Pool Products Inc. of this warranty and any related contract for sale of pool mechanism 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 venue 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 constitute the complete and exclusive statement of the agreement between Latham Pool Products Inc. and the retail buyer, or any person entitled to assert such buyer's rights hereunder, with respect to the services and supersedes any 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.