

## POOLTUX SAFETY COVER 15 YEAR LIMITED WARRANTY

If your swimming pool cover should fail due to a separation of sewn joints within 15 years from the date of original purchase, and your purchase has been properly registered as described herein, the manufacturer will repair any such defect or supply a new safety cover. This warranty is to the original retail purchaser only, is not transferable and shall be void within thirty (30) days of original purchase unless the attached card has been completed and mailed to the manufacturer.

During the first three (3) years from the date of original purchase, there shall be no charge to the purchaser for repair or replacement of a defective cover. At the manufacturer's option, any such defect shall be repaired or a new safety cover shall be supplied, freight prepaid by the manufacturer. Thereafter, the purchaser will be charged a percentage of the retail price of the product at the time of replacement or 100% of the repair cost plus all shipping charges. The purchaser's costs will be based on the length of time from the date of original purchase to the date a warranty claim is made. The following schedule sets forth the percentage rate to be paid by the purchaser:

From the beginning of the fourth year to the end of the fifth year:	50%
From the beginning of the sixth year to the end of the eighth year:	70%
From the beginning of the ninth year to the end of the fifteenth year:	90%

This warranty is subject to the following additional terms and conditions:

The purchaser must make any claim for warranty coverage as instructed on the reverse side of this warranty. Upon review of such claim, the manufacturer may instruct the purchaser to return the safety cover, freight prepaid, or send photographs of the defective cover, postage prepaid, to 9611 Oates Drive, Suite C, Sacramento, CA 95827. Upon inspection of the return, the purchaser will be informed as soon as possible as to the disposition of the claim.

This warranty relates only to manufacturing defects and does not cover discoloration, damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, improper maintenance, accident, consumer negligence, design alteration, fire, ice, exposure to excessive heat or cold, water loss, or improper assembly or installation, frayed straps or damaged hardware due to excessive load on cover (i.e. snow, water, walking on cover), material breakdown due to sun degradation, mildew, and natural aging.

The manufacturer shall not be responsible for labor charges or any additional costs from related damage that may occur. The manufacturer shall not be responsible for the cost of removal or replacement of the product under warranty, nor for any other expenses or damages that might be incurred as the result of such removal or replacement. The purchaser shall pay the cost of any return freight as well as any installation costs.

ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED EXCEPT AS PROHIBITED BY LAW OR AS OTHERWISE SPECIFICALLY SET FORTH HEREIN.

UNDER NO CIRCUMSTANCES SHALL THE MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF USE OF POOL, INJURY TO, OR DEATH OF, ANY PERSON, OR DAMAGE TO PROPERTY, AND ANY CLAIMS THEREFOR ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE EXCLUSION OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

No representative of the manufacturer or any of its agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty. The manufacturer is not responsible for any undertaking, representation or warranty by any other person beyond those expressly set forth in this warranty certificate. The term of this warranty shall not create or extend any statute of limitations or other time limitation of any kind. By registering this warranty, you confirm you have read and understand the conditions of this warranty.

It is the purchaser's responsibility to follow all safety instructions provided with the product and to educate all users of the product as to its safe and proper use. At no time should anyone intentionally walk on the cover.

PoolTux Safety Cover  
Warranty Dept.  
9611 Oates Drive, Suite C  
Sacramento, CA 95827

LB232.11

Rev 7/11 mz

### WARRANTY REGISTRATION – POOLTUX SAFETY COVER

Warranty shall be void unless this card is completed, signed and returned within thirty (30) days.

\_\_\_\_\_  
PURCHASER'S NAME

\_\_\_\_\_  
POOL MODEL & SIZE

**IMPORTANT!! PLEASE READ AND SIGN**

I have received and reviewed the Pool Owner's  
Operating and Safety information package

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
STOCK NO.

\_\_\_\_\_  
CITY, STATE & ZIP

\_\_\_\_\_  
COVER SERIAL NO.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PURCHASED FROM

\_\_\_\_\_  
DATE INSTALLED

\_\_\_\_\_  
ADDRESS

INSTALLED BY (check one):

- Dealer       Consumer purchaser  
 Private installer

## HOW TO FILE A WARRANTY CLAIM

All necessary warranty and care information is enclosed with each safety cover. It is the retailer's responsibility to present this information to the purchaser.

It is very important to complete and return the warranty card within the first 30 days following installation of a safety cover. Doing so validates your acceptance of the product and its instructions for use and care. It also registers your ownership and simplifies claims processing in the unlikely event that type of assistance is needed. Please follow these easy steps when contacting us:

- 1) If any problems should occur within the first three years of the date your product is installed, please contact the retail seller of the swimming pool cover. If a manufacturing defect is the cause of a product failure, the seller of the product is responsible for contacting the distributor from whom the safety cover was purchased. Instruction will be provided to the seller as to the process by which the product will be repaired or replaced. Please do not contact the Warranty Department if the safety cover has been in use less than three years.
- 2) After the third year, the purchaser of the product is responsible for contacting the manufacturer directly. The Warranty Department can be reached at 1-888-697-6652. Simply ask the receptionist for the representatives responsible for safety cover warranty claims. Please have available the safety cover serial number. The product serial number is located at the bottom right corner of your portion of the written warranty. It is the eleven-digit number beneath the bar code. If the written warranty is misplaced or has not been given to you, the serial number can also be found on the white WARNING tag that is sewn to the safety cover. Read and record the serial number prior to contacting the manufacturer.
- 3) A Warranty Service representative will also ask for a claimant's name, address, phone number, product serial number, the date it was installed, the business name of the product seller and a description of the claimed defect. A claim number will be assigned. **Please record and save the claim number.** The Warranty Service representative may require the original seller/installer to inspect the product to verify the cause of the failure. The representative may also ask for digital or paper photographs of the area suspected of being defective. In either case, the appropriate mailing address will be provided. Upon review, the purchaser will be informed as soon as possible as to the disposition of the claim.
- 4) When a claim is validated, the replacement cost, if any, is established and payment arrangements are made. Master Card and Visa credit cards are accepted.
- 5) Please note that the manufacturer is not responsible for labor or removal, and after the third year, the manufacturer will not be responsible for repair, replacement, or shipping, except as provided by the warranty. Taxes will be applied to each sale in the requiring states.
- 6) The manufacturer reserves the right to change its warranty claim filing instructions and procedures from time to time. Please contact your authorized retailer for the latest instructions that apply to your warranty claim.

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Place  
Stamp  
Here

PoolTux Safety Cover  
Warranty Dept.  
9611 Oates Drive, Suite C  
Sacramento, CA 95827