# 3 Pool Cover Warranties

**EFFECTIVE 5.1.2007** 

## MESH. CLASSIC SOLID AND 5-STAR POOL COVERS

TO WHOM DOES THE LIMITED WARRANTY APPLY? This Limited Warranty is extended to the original consumer purchaser only, and IS NOT transferable or assignable to any subsequent user of the pool cover.

WHAT IS COVERED BY THE LIMITED WARRANTY? Anchor warrants that the pool cover fabric will be free from defects in materials and workmanship during the Limited Warranty coverage period.

WHAT WILL ANCHOR INDUSTRIES, INC. DO IN THE EVENT OF A PRODUCT DEFECT? Anchor will repair or replace, at Anchor's sole discretion, the pool cover at no charge at any time during the first twelve (12) months of the Limited Warranty coverage period. After the first twelve (12) months of the Limited Warranty coverage period, Anchor will either, at Anchor's sole discretion, repair the pool cover, or give an allowance towards the replacement of the pool cover. The amount of the allowance will be determined by dividing the number of months remaining in the Limited Warranty coverage period by the total warranty period, and multiplying that percentage times the current dealer price.

HOW LONG IS THE LIMITED WARRANTY COVERAGE PERIOD? For Mesh pool covers, the warranty period is one hundred and forty four (144) months, beginning on the date of purchase. For Classic Solid and Five-Star covers, the warranty period is one hundred and twenty (120) months, beginning on the date of purchase.

WHAT IS NOT COVERED BY THE LIMITED WARRANTY? THIS LIMITED WARRANTY DOES NOT COVER: (1) replacement of rubber ties, stainless steel springs, or other hardware, (2) damage caused by wear or abrasion at the coping edge, (3) incidental damages to the deck or surrounding surfaces of the pool (see additional limitations on incidental and consequential damages below), (4) damage caused by fire, vandalism, animals or insects, abuse and neglect, improper installation, acts of God, or use for any purpose other than covering a swimming pool, (5) premature deterioration from extreme sun exposure, (6) damage caused by water levels that drop more than 1'-3" below the coping, and/or (7) adjustments to the pool cover not made by the dealer.

WHAT YOU MUST DO TO RECEIVE SERVICE UNDER THE LIMITED WARRANTY: Contact your pool cover dealer if you believe there is failure covered by this warranty. The dealer may arrange for inspection of the cover and assist in determining the nature of the problem. You may contact Anchor directly for further instruction regarding the problem and possible resolution. During the first twelve months of the warranty period, Anchor will reimburse for freight charges returning the cover to the factory. You, or your dealer, must obtain Return Goods Authorization (RGA) prior to returning the cover to the factory. Covers returned without prior authorization will be refused and returned at your expense. Anchor will not reimburse freight charges for warranty claims after the first twelve (12) months of the Limited Warranty coverage period. Questions regarding warranty service should be directed to 1-800-255-5552.

### LIMITATION OF IMPLIED WARRANTIES

ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN ANY WAY CONNECTED WITH THE SALE OR FURNISHING OF GOODS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND/OR OPERATION SHALL BE LIMITED TO THE DURATION OF THE COVERAGE PERIOD OF THE LIMITED WARRANTY DESCRIBED ABOVE.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### LIMITATION OF LIABILITY

BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST ANCHOR FOR DEFECTIVE OR NONCONFORMING GOODS IS FOR REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OR, AT THE SOLE DISCRETION OF ANCHOR, FOR AN ALLOWANCE TOWARDS THE PURCHASE OF A REPLACEMENT PRODUCT. THIS EXCLUSIVE REMEDY SHALL NOT FAIL FOR ITS ESSENTIAL PURPOSE SO LONG AS ANCHOR IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS OR, IN THE SOLE DISCRETION OF ANCHOR, TO GIVE AN ALLOWANCE TOWARDS A REPLACEMENT PRODUCT IN ACCORDANCE WITH THESE TERMS. BUYER AGREES THAT NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO REJECT OR REVOKE ACCEPTANCE OF GOODS, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, LOSS OF PRODUCTION, INJURY TO PERSON, DAMAGE TO PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS SHALL BE AVAILABLE TO IT AND ANCHOR SHALL NOT BE LIABLE FOR SUCH INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, LOSS OF PRODUCTION, PROPERTY DAMAGE, PERSONAL INJURY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE GOODS.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

#### SAFE USE OF POOL COVERS IS A PRIMARY CONCERN. DO THE FOLLOWING:

- 1. Remove pool cover completely before entering the pool.
- 2. Use the pool cover in accordance with manufacturer's instructions.
- 3. Remove standing water from solid pool cover.
- 4. Pool covers are not play areas instruct guests and children to exercise caution in the pool area.
- 5. Keep all fasteners in good condition inspect regularly repair or replace any fastener showing wear.
- 6. Supervise children at all times when in pool area.
- 7. Inspect cover for premature wear and deterioration.