



Autosave™ Spa Cover System Limited Warranty

Cover-Pools Incorporated ("Cover-Pools") warrants all Autosave spa cover systems as a whole, including all of its components and parts when purchased by a retail buyer, to be free from manufacturing defects in materials and workmanship as follows:

FIVE-YEAR WARRANTY ON MECHANISM: Dealer warrants the Autosave spa cover mechanism to be free from defects in material and workmanship, or failure to perform, under normal use and service for five (5) years to the original purchaser at the completion of installation. Subsequent owners are required to provide notice to Cover-Pools, by registering name and address within thirty (30) days of purchase date and the remainder of the 5-year warranty will apply. This warranty does not cover any labor after the first year.

FIVE-YEAR LIMITED PREMIUM FABRIC WARRANTY: Dealer warrants the Autosave spa cover fabric to be free of material defects under normal use and service for five (5) years as provided hereinafter. The cover fabric will not shrink or deteriorate as to its imperviousness to water to such an extent that water cannot penetrate the cover in an amount that makes the cover no longer reasonably operable. The vinyl is not warranted against the occurrence of minor pinholes. The vinyl or webbing is not warranted against fading. In the first two (2) years of the warranty period, the dealer will repair or replace the defective cover without charge for material. During the third through fifth (5) year of the warranty period, the costs of repair or replacement will be prorated at 1/60 per month for each remaining month of the warranty. This warranty does not cover any labor after the first year.

This warranty does not apply to products that have been moved from their original installation sites. The liability of Cover-Pools shall not exceed the replacement of the defective products or its parts, and does not include transportation costs, costs for labor to service or repair the defective product, or any items or materials required to make the repair including, but not limited to, refrigerant and other expendables. Cover-Pools is not responsible for charges or delays incurred when a servicer is unable to perform service due to lock outs, animals, intolerable pool or spa water temperature when entry into pool or spa is required to perform service, service refusals, etc. No reimbursements will be made for loss and/or usage of water, fuel or other resources resulting from product defect. A third party service provider may charge the end-user customer for parts and/or labor required to resolve any issue not covered under warranty, such as improper installation. Cover-Pools is not responsible for these charges. Product discoloration, or any other cosmetic or superficial damage or deterioration, regardless of its cause, is not covered by this warranty. This Limited Warranty does not cover any condition or damage which, in whole or in part, results from or is caused by any abuse, neglect, normal wear and tear, or improper use, maintenance, or operation, including your failure to comply with the printed Owner's Manual furnished with the Autosave spa cover system. This warranty does not cover failures, defects, malfunctions or complaints resulting from any of the following:

- a. Any condition resulting from a defect in or use of a component part which is not part of the Autosave spa cover system.
- b. Any condition resulting from failure to provide maintenance, cleaning, repair and improper chemical balance in accordance with the printed Owner's Manual.
- c. Any condition or damage resulting from any misuse, abuse, neglect, accident, alteration, or failure to secure or maintain.
- d. Normal fading and minor deterioration of exterior surfaces resulting from exposure to the elements.
- e. Motors, pulleys, controllers and associated components, except that these items have a limited three-year (3) warranty per the conditions set forth by this warranty.
- f. Extrusions, except that these items have a limited five-year (5) warranty per the conditions set forth by this warranty.
- g. Powder-coated or custom coloring on extrusions, except for major flaking due to faulty processing, will have a limited three-year (3) warranty per conditions set forth in this warranty. Minor scratches or wear on surfaces contacted by gliders or fabric are excluded.
- h. The water-removal pump (the pump is warranted by its own manufacturer).
- i. Any condition resulting from installation practices inconsistent with applicable building and electrical codes or installation instructions from Cover-Pools.

This is the only warranty given by Cover-Pools. No one is authorized to make any other warranties on behalf of Cover-Pools. IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE EXPRESS WARRANTIES LISTED ABOVE. Some states and/or provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Cover-Pools expressly disclaims and excludes any liability for consequential, incidental, indirect, or punitive damages for breach of any expressed or implied warranty. In no event shall Cover-Pools be liable for incidental or consequential damages of any nature, including damage to tile, stone, coping, fixtures, skimmers or skimmer covers, plumbing, drains, landscaping, animals, plants, or dwellings. Some states and/or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

This warranty gives you specific legal rights. You may also have other rights that vary by state and/or province. For warranty consideration, contact the dealer and provide the following information: proof of purchase, identification of the equipment, date of completion of installation, and nature of defect(s). Service will be provided by the dealer during normal business hours. For the location of the nearest authorized Autosave dealer, call or write Cover-Pools Customer Service Representative. All parts shipped F.O.B. Salt Lake City, Utah.

Arbitration. Any dispute between the buyer and Cover-Pools Incorporated pertaining to this warranty shall be resolved by arbitration according to the rules of the American Arbitration Association.

ISSUED TO _____ EFFECTIVE DATE _____

DEALER _____

Note: Above warranty is effective when signed and dated.

Proof of purchase must be provided. Failure to pay all charges in accordance with the original terms of the sale shall nullify this warranty.

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