

Product Warranty

T-Star Enterprises, Inc.
966-77th Avenue,
Oakland, CA 94621
510-635-2736

Six (6) year (3 year full and 3 year pro-rated) warranty for "EnergySaver" XER swimming pool covers.

T-Star Enterprises, Inc. (herein after known as "the manufacturer") warrants "EnergySaver" swimming pool covers (herein after known as "the product" or "the products") of its manufacture and bearing its trademark to be free of defects in materials and workmanship. If the customer gives the manufacturer prompt written notice of breach of this warranty within six (6) years from the date of shipment (herein after known as "warranty period"), the manufacturer shall, at its sole option and as the customer's exclusive remedy, either repair or replace free of charge at any time during the first three (3) years of this warranty period followed by the pro-rated warranty schedule during the fourth (4th), the fifth (5th) year, and the sixth (6th) year, whereby the manufacturer shall provide the customer 40%, 30%, and 20% discount respectively of the cost of new pool cover with respect to any material found to be defective during the warranty period. No repair or replacement of the defective products shall extend the warranty period. If the manufacturer determines that any claimed breach is not, in fact, covered by this warranty, the customer shall pay the manufacturer customary charges for any repair or replacement.

The foregoing warranty is subject to the following conditions: (1) the customer shall have operated and maintained the product in accordance with all instructions provided by the manufacturer; (2) the customer shall not have made any unauthorized repairs and/or alterations; (3) the customer shall not be default of any payment obligation to the manufacturer and/or its authorized representative (4) if requested, the customer shall deliver the product to the manufacturer or its authorized service center and customer shall prepay all inbound and outbound freight costs (5) the customer must provide a complete and detailed description of the problem, including, without limitation, the manufacturer's job number, date of delivery, date of installation, and the operating conditions of the product(s).

This warranty does not extend to, and the manufacturer assumes no responsibility for (1) the installation quality or any service defects resulting there from unless the manufacturer's representative or designee supervised the installation; (2) in the event that the product's size and specifications are predetermined by someone other than the manufacturer or its authorized representative, the serviceability and/or performance of the product(s) for the specified design and/or actual operating conditions; (3) any auxiliary equipment and/or accessories supplied by the manufacturer but produced by others (the original manufacturer's warranty, if any, shall apply to such products); (4) damage to the product(s) resulting from normal wear, abuse, neglect or operation in the manner inconsistent with the manufacturer's recommendations; and (5) damage to the products that have been

modified, tampered with or altered without the written consent of the manufacturer's.

In addition to the foregoing conditions and limitations, the following product-specific limitations and conditions must be satisfied for the foregoing to apply:

1. This warranty does not cover damaged caused by chemical action or abrasive material, damage caused by handling or during transportation, or damage arising from misuse, installation or any other cause beyond the manufacturer's control.
2. When installed for outdoor application, the product must be shielded from direct UV exposures. This warranty does not cover damage caused by the failure to shield the product from harmful UV exposures.

THE WARRANTY SET FORTH ABOVE ARE THE MANUFACTURER'S SOLE AND EXCLUSIVE WARRANTY. THE MANUFACTURER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES ARISING FROM COURSE AND DEALING AND USAGE OF TRADE AND ALL SUCH EXPRESS OR IMPLIED WARRANTIES ARE HEREBY DISCLAIMED.

THE REMEDIES PROVIDED ABOVE ARE THE CUSTOMER'S SOLE REMEDIES FOR THE MANUFACTURER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS. CORRECTION OF ANY NONCONFORMITY IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE COMPLETE FULFILLMENT OF ALL THE WARRANTY LIABILITIES OF THE MANUFACTURER'S WHETHER THE CLAIMS OF THE PURCHASER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE WITH RESPECT TO OR ARISING OUT OF THE WORK PERFORMED HEREUNDER.

LIMITATION OF LIABILITY:

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, THE MANUFACTURER AND ITS SUPPLIERS AND ANY AFFILIATED COMPANIES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND THE MANUFACTURER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE PRODUCT(S) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT(S). THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.