

Limited Manufacturer Product Warranty

TYPE OF WARRANTY: This is a limited **Manufacturer Product** warranty that covers parts and materials only, and does not cover onsite labor of any kind. If your product requires onsite service or repair, you must contact your installing contractor to determine, what, if any, onsite labor warranty coverage they offer.

WHO IS COVERED: This limited warranty covers single-family residential properties only and is extended to the consumer who originally purchased the product (the "Original Purchaser") only. It does not extend to any subsequent owner or other transferee of the product.

WHO IS NOT COVERED: This warranty **does not** apply to anyone who obtained their product from an unauthorized seller, prior homeowner, friend, neighbor, family member, secondhand marketplace (Ebay, Craigslist, etc.), or anyone who cannot provide satisfactory proof of purchase from an Authorized Seller of the Product. This warranty cannot be offered by any unauthorized seller of the product.

WHO IS THE MANUFACTURER: Sunwest Industries Inc. is the manufacturer of the "All-Safe" brand of pool safety barrier materials (the "Product").

WHAT IS COVERED: Sunwest (the "Manufacturer") warrants its pool safety barrier materials (the "Product") to be free from manufacturing defects for the specified warranty period.

LENGTH OF PRODUCT WARRANTY COVERAGE:

Ultra Pool Fence:	Lifetime Limited Product Warranty**
Classic Pool Fence:	5 Year Limited Product Warranty
5mm Pool Netting:	5 Year Limited Product Warranty
4mm Pool Netting:	2 Year Limited Product Warranty
Leaf Pool Cover:	1 Year Limited Product Warranty
Mesh Pool Cover:	Not Warranted by Sunwest
Automatic Pool Cover:	Not Warranted by Sunwest

*The warranty coverage period for Products purchased through non-living entities such as a trust, corporation, partnership, church, school, etc., are limited to the lessor of 10 years or the original warranty period (no lifetime coverage). † Product purchased prior to September 1st 2008 were provided a 10 year warranty. Lifetime does not apply.

WHAT IS NOT COVERED:

Applies to All Products: **1)** Demonstrations, adjustments, inspecting, cleaning, removing, replacing, and/or routine maintenance; **2)** Normal wear and tear, including weathering, fading and normal gradual sun degradation; **3)** Any areas that are difficult to open/close due to improper technique, lack of adequate strength or lack of maintenance; **4)** Labor charges or other expenses incurred in connection with inspection, removal or installation of either the original or replacement product; **5)** Shipping, handling, freight, delivery charges or damage that may occur while in transit; **6)** Costs to secure the area while Product is "awaiting" or "during" repair; **7)** Products not manufactured by All-Safe®, which may have their own separate manufacturer warranty (eg: gate latch, hinges, alarms, electrical items); **8)** Damage resulting from any of the following: **a)** Pets, animals, rodents, pests, claws, teeth, urine; **b)** Winds of any velocity, fire, earthquake, flood or other natural occurrences; **c)** Accidents, neglect, abuse, misuse (eg: "horseplay", falling tree limbs); **d)** Improper installation, service, repair, alteration or modification; **e)** Improper use, storage, lack of maintenance; **f)** Heat sources, including barbecues, firepits, gas & electric heaters, reflective windows/mirrors, exhaust from gas powered devices; **g)** 3rd parties such as landscapers, pest control, pool service, property maintenance, neighbors, tenants; **h)** Tools and equipment including leaf blowers (exhaust), weed wackers, lawn mowers, carts, wagons; **i)** Harsh

environments including marine air, salt water (eg: corrosion), hard water (eg: calcium deposits), hot desert climates; **j)** Algae or mold; **k)** Lost, missing or stolen items.

Applies to Pool Fencing: **1)** Gate adjustments (eg: normal maintenance); **2)** Broken or bent poles; **3)** Poles stuck in sleeves; **4)** Cut, ripped, torn, punctured, sagging, burned mesh; **5)** Wall attachments that have been pulled out; **6)** Mesh splices; **7)** Mesh pulling from moldings; **8)** Concrete footings that have shifted or settled.

Applies to Pool Netting: **1)** Net Shrinkage; **2)** Broken, cut, abraded, severed or chewed twine; **3)** Tensioning devices including Titan Tools and Ratchets, that have been over-tightened or improperly used; **4)** Storage rollers.

Applies to Leaf Covers: **1)** Punctures, tears, or burns; **2)** Wrinkling or waviness; **3)** Storage rollers; **4)** Bungee cords; **5)** Air pillows

WHAT WE WILL DO: If, upon inspection, Sunwest determines, in its sole discretion, that the Product has a **manufacturing defect**, Sunwest will repair or replace that item with like or similar parts, depending on item availability. If the item is unavailable or discontinued, an alternate style, color, and/or finish may be substituted. Sunwest does not warrant that replacement materials will match or be identical to the original Product. Repairs may be cosmetically visible. All costs and expenses for shipping Product to Sunwest's facility in Orange, CA is the responsibility of the warranty claimant. Sunwest is not responsible for any costs, fees or expenses associated with onsite installation, attachment, service or adjustment of the original, replaced or repaired Product.

HOW TO FILE A MANUFACTURER PRODUCT WARRANTY CLAIM:

To determine if you may qualify for coverage under our Manufacturer's Product Warranty, and/or to submit a claim, please visit allsafepool.com/warranty.

The following information is required to file a claim: **1)** Installation address; **2)** Original date of installation; **3)** Detailed description of manufacturing defect, issue or concern; **4)** 3-5 high resolution photos clearly show the manufacturing defect, issue or concern (additional photos may be required); **5)** Copy of *Original Purchaser* proof of purchase (must contain your name, date of installation, installation address, and name of Authorized Seller).

Once all required information is received, most claims will be reviewed and responded to within 5 business days. Please be aware that; **1)** missing information; **2)** claims submitted from anyone other than the Authorized Seller or Original Purchaser; and/or **3)** verbal claim requests; will result in automatic denial of your claim and a new claim will need to be submitted.

Warranty claims may require product to be shipped to our facility located at Sunwest, 648 N Eckhoff Street, Orange, CA 92868.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. SUNWEST DOES NOT AUTHORIZE ANY OTHER PERSON, INSTALLER, CONTRACTOR OR RESELLER TO MAKE ANY OTHER EXPRESS WARRANTIES. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. IN NO EVENT SHALL SUNWEST BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE PURCHASE OR USE OF THIS PRODUCT OR FOR ANY BREACH OF WARRANTY.

NO INSTALLER, CONTRACTOR, RESELLER OR OTHER PERSON IS AUTHORIZED BY SUNWEST TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF SUNWEST RELATING TO THE PRODUCT. THIS WARRANTY IS NOT TRANSFERABLE TO ANY OTHER PARTY.

WARNING: This product is not intended to replace direct adult supervision. Never leave children unattended. 041123