

HYDRA POOLS, INC.
LIMITED, PRO-RATED, REPLACEMENT WARRANTY
POOL COVERS

Hydra Pools, Inc. (hereafter “**Hydra**”), pursuant to the terms, conditions, and limitations herein, provides herewith to “**You**,” the original retail customer, the following Limited, Pro-rated, Replacement Warranty (hereafter the “**Limited Warranty**”) as to the sewn seams for its Hydra mesh or solid swimming pool covers, and no further. For any such pool cover seam having failed due exclusively to defect in Hydra sewing within the limits set below depending on type of cover from the date of purchase, Hydra at its option may repair the pool cover or replace it pursuant to the prorated purchase costs to You set forth below.

A precondition to any claim under this Limited Warranty is registration by You of the mesh or solid pool cover purchase on line at Hydra’s website www.hydrapools.com within sixty (60) days of purchase.

This Limited Warranty is only for defect due to Hydra’s sewing of the pool cover seams in an un-workmanlike manner, at the time sewn, and does not include failures of pool cover materials or seam failures due to other causes, including but not limited to, acts of God, misuse or abuse, improper installation, improper maintenance, excess load (such as from persons, property, wind, water, hail, snow, and/or ice), negligence of others, accident, installation in violation of local codes or ordinances, and pool chemical misuse or abuse

This warranty does not cover failures, defects, malfunctions or complaints resulting from failure to properly install, operate or maintain the product in accordance with Hydra Pools’ published installation, operation and/or maintenance instructions. Hydra Pools Solid and Mesh covers require cover pumps. Failure to use cover pumps to control the build up of water on the cover under all conditions shall void this warranty.

This Limited Warranty is given only to You, the original retail customer of this pool cover, and is non-transferrable to any subsequent owner or user of this pool cover.

This Limited Warranty does not cover mesh or solid pool cover materials, irregularities in said materials, and fading by any cause. Materials used in the fabrication of the pool cover are not manufactured by Hydra and are not covered by this Limited Warranty.

This Limited Warranty does not cover the cost of removal or reinstallation of the pool cover (or replacement cover); claims for personal injury, death, loss use, or damage to property; or incidental, consequential, or exemplary damages. This Limited Warranty does not cover damages or expenses related to the alleged damage to pool-side coping or the replacing of water or chemicals in the pool.

If a Hydra pool mesh or solid cover should fail during the Limited Warranty period as a result of a problem covered by this Limited Warranty, You must send a letter to Hydra’s Customer Service Department, at the address below, identifying (1) the date of Your purchase, (2) the date of Your on-line registration of Your warranty with Hydra, (3) the nature of the failure of the pool cover seam, (4) the date of the failure of Your pool cover seam, and (5) the corresponding serial number identifying the pool cover. Within thirty (30) days thereafter, Hydra will provide to You further instructions concerning repair, at Hydra Pool’s election, or replacement with the prorated costs to you as set forth below.

If replacement is required hereunder, the charge to You shall be determined by the following schedule based on the percentage of the retail price of a like pool cover at the time of the seam failure, determined by the number of years from the date of Your purchase.

THIS LIMITED WARRANTY IS PROVIDED TO YOU *IN LIEU* OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. HYDRA EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HYDRA’S FINANCIAL LIABILITY TO YOU IS LIMITED TO REPLACEMENT OF THE POOL COVER, PURSUANT TO THE ABOVE PRORATED SCHEDULE, AND IN NO EVENT WILL HYDRA BE OBLIGATED TO YOU, UNDER ANY THEORY (STATUTORY, CONTRACT, OR TORT) FOR AN AMOUNT IN EXCESS OF THE COST OF YOUR POOL COVER. HYDRA NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR ENTITY TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THIS HYDRA POOL COVER. THERE ARE NO WARRANTIES OTHER THAN AS SET FORTH HEREIN. This Limited Warranty shall apply only within the boundaries of the continental United States and is VOID in all other locations. This Limited Warranty is governed by the laws of the state of Tennessee. All disputes not resolved under this Limited Warranty outlined above and not barred by applicable statutes of limitation or otherwise barred by law, including but not limited to the terms of the Limited Warranty, shall be resolved by binding arbitration per T. C. A. §29-5-101, *et. seq.*, and as may be controlled by the Federal Arbitration Act, 9 U.S.C. §1 *et. seq.*, This arbitration shall be in lieu of any civil litigation in any court and in lieu of any trial by jury. Any provision of this Limited Warranty found to be unenforceable under the laws of any jurisdiction shall be deemed stricken from this Limited Warranty with all other provisions remaining in full force and effect.

Hydra Pools, Inc.
Customer Service Department
543 South Main Street
Sweetwater, Tennessee 37874

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98 Sun Shade Mesh-20 Year Limited Pro-Rated Warranty

WITHIN ONE (1) YEAR NO CHARGE TO YOU

After 1 year, 50% of the replacement cost
After 2 years, 53% of the replacement cost
After 3 years, 56% of the replacement cost
After 4 years, 58% of the replacement cost
After 5 years, 61% of the replacement cost
After 6 years, 64% of the replacement cost
After 7 years, 66% of the replacement cost
After 8 years, 69% of the replacement cost
After 9 years, 72% of the replacement cost
After 10 years, 74% of the replacement cost
After 11 years, 77% of the replacement cost
After 12 years, 79% of the replacement cost
After 13 years, 82% of the replacement cost
After 14 years, 85% of the replacement cost
After 15 years, 87% of the replacement cost
After 16 years, 90% of the replacement cost
After 17 years, 93% of the replacement cost
After 18 years, 95% of the replacement cost
After 19 years, but no longer than 20 years, 98% of the replacement cost

12 oz Solid-20 Year Limited Pro-Rated Warranty

WITHIN ONE (1) YEAR NO CHARGE TO YOU

After 1 year, 50% of the replacement cost
After 2 years, 53% of the replacement cost
After 3 years, 56% of the replacement cost
After 4 years, 58% of the replacement cost
After 5 years, 61% of the replacement cost
After 6 years, 64% of the replacement cost
After 7 years, 66% of the replacement cost
After 8 years, 69% of the replacement cost
After 9 years, 72% of the replacement cost
After 10 years, 74% of the replacement cost
After 11 years, 77% of the replacement cost
After 12 years, 79% of the replacement cost
After 13 years, 82% of the replacement cost
After 14 years, 85% of the replacement cost
After 15 years, 87% of the replacement cost
After 16 years, 90% of the replacement cost
After 17 years, 93% of the replacement cost
After 18 years, 95% of the replacement cost
After 19 years, but no longer than 20 years, 98% of the replacement cost

Serial #

Register Your Warranty On-Line at:
www.hydrapools.com