



**LIMITED WARRANTY
(US and Canada)**

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO EITHER THE TENNESSEE UNIFORM ARBITRATION ACT OR THE FEDERAL ARBITRATION ACT (UNITED STATES), AS APPLICABLE

Explore Industries USA, Inc. (“**Manufacturer**”) provides the following standard limited warranties (each as described below and, collectively, the "**Limited Warranty**") to the original retail purchaser or Authorized Transferee (as defined in Section D(4) below) (as applicable, the "**Retail Purchaser**") of its Integra Pool Covers® pool cover system in new condition on the following terms:

A. LIMITED WARRANTY. Subject to the exclusions, time periods and conditions listed herein, Manufacturer warrants the Integra Pool Covers® pool cover system (the “**Pool Cover**”) purchased by the Retail Purchaser for installation on a residential pool as follows so long as the Pool Cover was purchased in new condition and is owned by the Retail Purchaser:

1. **Mechanical Limited Warranty.** The mechanical components, including all mechanical parts on the reel mechanism except those considered expended through normal use such as rope pulleys, sliders and guide feeds, are warranted against defects in manufacturing workmanship and materials that result in failure of the component and/or an inoperable Pool Cover for a period of twenty (20) years from the date of shipment from Manufacturer and Manufacturer will repair or replace the applicable mechanical component(s) and include return shipping costs from Manufacturer during the Mechanical Limited Warranty period.
2. **Extrusions Limited Warranty.** The extrusions are warranted against defects in manufacturing workmanship and materials that result in failure of the extrusions and/or an inoperable Pool Cover for a period of three (3) years from the date of shipment from Manufacturer and Manufacturer will repair or replace the extrusions and include return shipping costs from Manufacturer during the Extrusions Limited Warranty period.
3. **Electrical Limited Warranty.** The electrical components are warranted against defects in manufacturing workmanship and materials that result in failure of the component and/or an inoperable Pool Cover for a period of five (5) years from the date of shipment from Manufacturer and Manufacturer will repair or replace the applicable electrical component(s) and include return shipping costs from Manufacturer during the Electrical Limited Warranty period. The electrical motor is included in this Electrical Limited Warranty only if it has not been exposed to water frequently such as being submerged in water often or for extended time periods.
4. **Fabric Limited Warranty.** Each component of the fabric (the vinyl, rope and webbing) is warranted individually against failure to meet ASTM F1346-91 safety standards for a period of seven (7) years from the date of shipment from Manufacturer, prorated as follows: (a) during the first three (3) years of the Fabric Limited Warranty period, Manufacturer will repair or replace the applicable fabric component and include return shipping costs from Manufacturer and (b) during years four (4) through (7) of the Fabric Limited Warranty period, the cost of repair or replacement will be reduced by one eighty-fourth (1/84th) per month for each remaining month of the Fabric Limited Warranty period.

B. REQUIRED ACTIONS UNDER LIMITED WARRANTY. To obtain Limited Warranty services, the Purchase Price (as defined in Section (D)(3)) must have been paid in full to Manufacturer or its designated sales affiliate and the Retail Purchaser must: (1) have registered the Pool Cover (either online on the Integra Pool Covers® website (www.integratapoolcovers.com) or by completing and returning the warranty registration card) and provided proof of purchase to Manufacturer prior to any Limited Warranty services and within ninety (90) days of delivery of the Pool Cover to the Retail Purchaser; (2) notify Manufacturer in writing immediately after any condition occurs that affects the Pool Cover’s safety performance and take all steps necessary to secure the pool’s safety; (3) notify Manufacturer in writing within three (3) months of becoming aware of a potential Pool Cover Limited Warranty claim; and (4) provide Manufacturer and/or its affiliates, agents or subcontractors a reasonable opportunity to inspect the Pool Cover and the installation or use thereof and records kept in connection therewith (collectively, the "**Retail Purchaser Limited Warranty Actions**"). The Manufacturer mailing address, warranty department address and warranty telephone number for purposes of the foregoing are as follows:

Integra Pool Covers® Warranty Department
2901 Leisure Island Way, Knoxville, TN 37914
(865) 281-1746

C. LIMITED WARRANTY EXCLUSIONS AND ADDITIONAL TERMS.

1. **Exclusions.** The Limited Warranty shall not apply in connection with any of the following:

- (a) if the Purchase Price (as defined in Section (D)(3) below) has not been paid in full to Manufacturer or its designated sales

affiliate;

- (b) failure to complete any of the Retail Purchaser Limited Warranty Actions above;
- (c) damages, failures or alterations caused or contributed to by acts of nature or events beyond the control of Manufacturer, including without limitation earthquake, ground movement, storm or flood, high wind, lightning, fire, power surges, falling objects, hail, tornado, inadequate site drainage;
- (d) improper workmanship of any service professional or installer, including without limitation failure to comply with any Manufacturer installation guidelines;
- (e) failure to maintain adequate drainage from the housing;
- (f) installation by someone other than an authorized dealer or reseller of Integra Pool Covers® products, provided that this exclusion shall not preclude coverage under the Limited Warranty for claimed defects or damages that are unrelated to Pool Cover installation (for the avoidance of doubt: (i) Manufacturer recommends, but does not require, that the Pool Cover be installed by an authorized dealer or reseller of Integra Pool Covers® products experienced and trained in installing them; (ii) installation by others shall not automatically void the Limited Warranty as to issues that would otherwise be covered unless such issues arose out of or are related to such installation; and (iii) whether the Pool Cover is installed by others or by an authorized dealer or reseller of Integra Pool Covers® products, Manufacturer provides no warranty on the installation itself, which warranty shall be provided by the installer, and Manufacturer is not responsible for defects or damages arising out of or related to such installation);
- (g) repairs or alterations by someone other than an authorized dealer or reseller of Integra Pool Covers® products (for the avoidance of doubt: (i) Manufacturer recommends, but does not require, that repairs only be undertaken by an authorized dealer or reseller of Integra Pool Covers® products experienced and trained in repairing them; (ii) repairs by others shall not automatically void the Limited Warranty as to items that would otherwise be covered unless such issues arose out of or are related to such repairs; and (iii) whether repairs are undertaken by others or by an authorized dealer or reseller of Integra Pool Covers® products, (x) all repair charges must be reasonable, must be pre-approved in writing by Manufacturer and must pertain to items covered by the Limited Warranty, (y) Manufacturer provides no warranty on the repairs themselves, which warranty shall be provided by the contractor doing the repairs and (z) Manufacturer is not responsible for defects or damages arising out of or related to such repairs);
- (h) improper operation;
- (i) normal wear and tear, abnormal use of the Pool Cover, neglect, or alteration;
- (j) damages caused or contributed to by improper chemical balance in the pool water (including without limitation failure to maintain the pH level of the pool water between 7.0 and 7.4), abrasion, puncture or abuse;
- (k) damages caused or contributed to by accident, abuse (whether chemical, accidental or deliberate), misuse, unreasonable use or electrolysis;
- (l) plastic loss, pin holing, or stiffening of the Pool Cover from exposure to the pool environment, except when the condition has caused the Pool Cover to fail to meet ASTM F1346-91 safety standards;
- (m) failure to comply with any published Manufacturer guidelines, specifications or instructions, including without limitation with respect to installation, operation and maintenance;
- (n) if the pool is allowed to overflow with water;
- (o) claims for damage to the pool, decks, equipment or any surrounding material from use or installation of the Pool Cover;
- (p) failure to maintain the Pool Cover in good order and condition;
- (q) deterioration caused by neglect, damage by animals, exposure to damaging chemicals or wear and tear;
- (r) failure to provide reasonable and necessary maintenance of the pool chemistry, rope, fabric, extrusions and operating mechanism of the Pool Cover;
- (s) any goods or components not manufactured by Manufacturer or its affiliates;
- (t) cover pump;
- (u) broken ropes except as a result of a manufacturing defect;
- (v) if the Pool Cover has been moved from its original installation site;
- (w) damages resulting from a component part defect if such part is not a part of the Pool Cover;
- (x) normal Pool Cover surface deterioration and/or fading from exposure to the elements other than conditions that affect ASTM F1346-91 safety performance;
- (y) Pool Cover fading, deterioration, discoloration or other physical or cosmetic changes, except when the condition has caused the Pool Cover to fail to meet ASTM F1346-91 safety standards;
- (z) damages sustained during or as a result of installation, loading, transporting or unloading by the Retail Purchaser or a third party; or
- (aa) use of non-Integra Pool Covers® accessories or parts with the Pool Cover, except to the extent any claimed defects or damages are unrelated to such accessories or parts (for the avoidance of doubt, this exclusion shall not automatically exclude coverage under the Limited Warranty in all cases, but Manufacturer and its affiliates shall have no responsibility or liability in connection with defects or damages that arise out of or are related to such accessories or parts).

2. Installers. IT IS THE SOLE RESPONSIBILITY OF THE RETAIL PURCHASER TO CONFIRM THE STANDING OF THE INSTALLER AND TO VERIFY THAT THE INSTALLER IS QUALIFIED, LICENSED AND/OR INSURED AND IN COMPLIANCE WITH APPLICABLE STATE AND/OR PROVINCIAL REQUIREMENTS. INSTALLERS, INCLUDING WITHOUT LIMITATION THOSE THAT ARE INTEGRA POOL COVERS® PRODUCT DEALERS OR RESELLERS, ARE INDEPENDENTLY OWNED AND OPERATED THIRD-PARTY BUSINESSES AND ARE NOT OWNERS OR AGENTS (IN FACT OR LAW) OF MANUFACTURER OR ITS AFFILIATES. MANUFACTURER PROVIDES NO WARRANTY ON INSTALLATION AND MANUFACTURER AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLERS, INCLUDING WITHOUT LIMITATION THOSE THAT ARE INTEGRA POOL COVERS® PRODUCT DEALERS OR RESELLERS, OR ANY DAMAGES RESULTING FROM THOSE ACTS OR OMISSIONS.
3. Third-Party Charges. If a third-party service provider charges the Retail Purchaser for labor and/or parts to resolve an issue not covered by the Limited Warranty (such as, but not limited to, improper installation), Manufacturer is not responsible for these charges. In addition, Manufacturer shall have no liability or responsibility for any charges by third-party service providers, whether or not such charges were to address issues that are covered by the Limited Warranty, if such charges have not been pre-approved in writing by Manufacturer.
4. Shipping. Shipping expense from the Retail Purchaser to the dealer or servicer and from such dealer or servicer to Manufacturer is the responsibility of the Retail Purchaser.
5. Pump. The pump is not covered by the Limited Warranty. Any pump warranty and/or repairs would be provided by the pump manufacturer.
6. Dealer or Installer Warranties. If any warranties are issued by the dealer, reseller or other third party installing the Pool Cover, these are independent from the Manufacturer Limited Warranty and Manufacturer and its affiliates shall have no liability or responsibility in connection with such warranties.

D. OTHER CONDITIONS. The following shall apply in connection with the Limited Warranty:

1. Damages Limitation. THE LIMITED WARRANTY DOES NOT COVER, AND IN NO EVENT SHALL MANUFACTURER OR ITS AFFILIATES HAVE ANY LIABILITY FOR, THE COST OF INSTALLATION, REMOVAL, REINSTALLATION, TRAVEL, LODGING OR TRANSPORTATION, LOSS OF TIME OR USE OF THE POOL COVER OR POOL, INCONVENIENCE, DAMAGE TO ANIMALS OR PROPERTY (INCLUDING WITHOUT LIMITATION DAMAGE TO STONE, TILE, COPING, FIXTURES, PLUMBING, DRAINS, SKIMMERS OR SKIMMER COVERS, FENCING, DRIVEWAYS, SIDEWALKS, PATIOS, LANDSCAPING, PLANTS, GRASS, TREES OR DWELLINGS), OR SIMILAR LOSS OR EXPENSE INCURRED BY RETAIL PURCHASER OR ANY THIRD PARTY, OR ANY OTHER INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ALLEGEDLY ARISING FROM ANY DEFECT OR BREACH OF WARRANTY OR CONDITION OR IN CONNECTION WITH ANY REPLACEMENT OR REPAIR HEREUNDER, WHETHER ANY SUCH CLAIM OR DAMAGES BE BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE. IN NO EVENT SHALL MANUFACTURER'S TOTAL LIABILITY HEREUNDER EXCEED THE ORIGINAL PURCHASE PRICE (AS DEFINED BELOW) PAID TO MANUFACTURER FOR THE PRODUCT. SOME STATES OR PROVINCES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER WITH RESPECT TO THE LIMITED WARRANTY. IT IS EXPRESSLY AGREED THAT THIS LIMITED WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE.

2. Disclaimer of Implied Warranties and Conditions. OTHER THAN THE EXPRESS LIMITED WARRANTY HEREIN, WHICH MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF MANUFACTURER, NEITHER MANUFACTURER NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO THE POOL COVER OR ANY RELATED SERVICE, ADVICE OR CONSULTATION. **IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY OR CONDITION FOR THE PRODUCT COVERED THEREBY. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER. ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY OR OTHERWISE, ON PRODUCTS OR SALES NOT COVERED BY THE LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, NON-INFRINGEMENT AND TITLE, ARE HEREBY EXPRESSLY DISCLAIMED BY MANUFACTURER AND ITS AFFILIATES AND WAIVED TO THE FULLEST EXTENT ALLOWED BY LAW AND WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ANY PRODUCTS NOT COVERED BY THE LIMITED WARRANTY AND ANY SERVICE, ADVICE OR CONSULTATION ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND ANY WARRANTIES AND**

CONDITIONS IN CONNECTION THEREWITH IMPLIED BY ANY COURSE OF DEALING OR USAGE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

3. Exclusive Remedies. If the Limited Warranty is applicable, any replacement or repair shall only be warranted until the conclusion of the original warranty term and any repair may be performed by either Manufacturer or its affiliates at Manufacturer's option. IN NO EVENT SHALL THE TOTAL LIABILITY OF MANUFACTURER AND ITS AFFILIATES UNDER THE LIMITED WARRANTY EXCEED THE PURCHASE PRICE PAID TO MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE FOR THE POOL COVER TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. FOR THE AVOIDANCE OF DOUBT, THE "PURCHASE PRICE" PAID TO MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE MEANS EITHER (a) THE WHOLESALE PRICE PAID BY AN INTEGRA POOL COVERS® PRODUCT DEALER OR OTHER RESELLER IF THE RETAIL PURCHASER PURCHASED THE POOL COVER FROM A DEALER OR RESELLER OR (b) THE RETAIL PRICE PAID BY THE RETAIL PURCHASER TO MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE IF THE RETAIL PURCHASER PURCHASED THE POOL COVER DIRECTLY FROM MANUFACTURER OR ITS DESIGNATED SALES AFFILIATE, WITH THE PURCHASE PRICE IN EACH CASE BEING ONLY THAT AMOUNT PAID FOR THE POOL COVER ITSELF AND NO OTHER RELATED PRODUCTS, EQUIPMENT, SURROUNDS, COPING, LANDSCAPING OR OTHER WORK OR ASSOCIATED PROJECT COSTS. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY PROVISIONS OF APPLICABLE LAW THAT CANNOT BE WAIVED BY CONTRACT AND THAT ARE NECESSARILY APPLICABLE NOTWITHSTANDING A CONTRACTUAL CHOICE OF OTHER LAW, THE REMEDIES SET FORTH ABOVE CONSTITUTE THE RETAIL PURCHASER'S SOLE AND EXCLUSIVE REMEDIES, AND THE SOLE OBLIGATION AND LIABILITY OF MANUFACTURER AND ITS AFFILIATES, FOR ANY BREACH OF THE LIMITED WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, "DUTY" OR OBLIGATION ON THE PART OF MANUFACTURER.

4. Transfer of Limited Warranty. The original retail purchaser may transfer any remaining portion(s) of the Limited Warranty then in effect within five (5) years of the date the Pool Cover was originally purchased by notifying Manufacturer in writing of the change in ownership and providing Manufacturer with the name, address, telephone number and email address of the new owner (the "**Authorized Transferee**"). Any such transfer must occur within one (1) month of the change in ownership and shall be effective when the Authorized Transferee has confirmed receipt of the Limited Warranty and agreement to the terms and conditions thereof to Manufacturer in writing (or in such other form as Manufacturer requires). For the avoidance of doubt, any such transfer shall not extend the Limited Warranty coverage periods for the relevant components.

5. Third-Party Products. Neither Manufacturer nor its affiliates shall have any warranty or other obligation with respect to goods or materials manufactured by third parties, and the warranty (if any) of the respective third-party manufacturer(s) will instead apply. The Retail Purchaser agrees to be bound by the terms, covenants and conditions of the respective third-party manufacturers' warranties and to look solely to such manufacturers in the event of a breach of any such warranties. The Retail Purchaser agrees that the disclaimers in Section (D)(2) above shall apply equally to any goods or materials manufactured by third parties.

6. Governing Law; Jurisdiction and Venue. THIS LIMITED WARRANTY GIVES THE RETAIL PURCHASER SPECIFIC LEGAL RIGHTS, AND THE RETAIL PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE. Except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law: (a) any and all disputes, claims, liabilities, proceedings and/or causes of action (whether in contract or tort, or granted by statute) that may be based upon, arise out of or relate to this Limited Warranty, the Pool Cover, and/or the rights and obligations of Manufacturer and the Retail Purchaser in connection with the foregoing ("**Claims**"), shall be governed by and construed in accordance with the internal laws of the State of Tennessee, without regard to conflicts of law principles, and the arbitration provision in this Limited Warranty shall be governed by the Federal Arbitration Act (United States); and (b) subject to (and without limiting or waiving) the provisions of Sections D(7) through (9) below, the Retail Purchaser and Manufacturer irrevocably agree to submit to the exclusive jurisdiction of the state or federal courts located in Knoxville, Knox County, Tennessee, or, to the extent Manufacturer's principal place of business is at any time relocated outside Knoxville, Tennessee, then in the city and county in which Manufacturer's principal place of business is located at the time the action is initiated, for the resolution of any such Claims.

7. Arbitration. By purchasing products or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that, except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, and subject to the provisions of this Section and Section D(6) herein, ANY AND ALL CLAIMS SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT (UNITED STATES) OR THE TENNESSEE UNIFORM ARBITRATION ACT, AS APPLICABLE, AND SHALL BE DETERMINED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION PURSUANT TO ITS THEN-CURRENT COMMERCIAL ARBITRATION RULES AND PROCEDURES. The arbitration shall take place in Knoxville, Knox County, Tennessee or, if Manufacturer has relocated its principal place of business from Knoxville, Tennessee, then in the city where Manufacturer's principal place of business is located at the time the action is initiated. The arbitrator must follow the law, may not disregard the express terms of this Limited Warranty, including without limitation the choice of law in Section D(6),

and may not assess punitive or exemplary damages against Manufacturer or make any award that extends, modifies or suspends any lawful term of this Limited Warranty. A judgment may be entered upon the arbitration award by any federal, provincial or state court in the state or province where Manufacturer maintains its principal place of business or the Retail Purchaser resides at the time the action is initiated. NEITHER THE RETAIL PURCHASER NOR MANUFACTURER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN ARBITRATION OR ARBITRATE AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this Section is found to be unenforceable, such provision shall be severed and the remaining arbitration terms shall be enforced, provided that no class arbitration shall be permitted. Notwithstanding the arbitration requirements of this Section, the requirement to arbitrate shall not apply to any action for declaratory or equitable relief, including without limitation injunctive relief, brought at any time, including without limitation prior to or during the pendency of any arbitration proceedings initiated hereunder.

8. No Class Actions. Subject to the arbitration requirements in Section D(7), and except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, THE RETAIL PURCHASER AND MANUFACTURER AGREE THAT EACH MAY BRING CLAIMS (AS DEFINED IN SECTION D(6) ABOVE) AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN A PRIVATE ATTORNEY GENERAL CAPACITY OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, AND NEITHER WILL SEEK TO COORDINATE OR CONSOLIDATE ANY SUCH CLAIMS WITH ANY OTHER PROCEEDING. Unless both the Retail Purchaser and Manufacturer agree in writing, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

9. Jury Waiver. SUBJECT TO THE ARBITRATION REQUIREMENTS IN SECTION D(7), AND WITHOUT LIMITING OR WAIVING THE SAME, EACH OF THE RETAIL PURCHASER AND MANUFACTURER ACKNOWLEDGES AND AGREES THAT SUCH PARTY HAS HAD AN OPPORTUNITY TO CONSULT WITH COMPETENT LEGAL COUNSEL AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN CONNECION WITH ANY CLAIMS (AS DEFINED IN SECTION D(6) ABOVE), THE PROVISIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE THAT CAN BE WAIVED BY CONTRACT NOTWITHSTANDING. SOME STATES OR PROVINCES DO NOT PERMIT THE WAIVER OF A JURY TRIAL, SO THIS PROVISION MAY NOT APPLY TO THE RETAIL PURCHASER.

10. Sole Recourse. By purchasing products or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that, except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law: (a) THIS LIMITED WARRANTY MAY ONLY BE ENFORCED AGAINST, AND ANY CLAIMS MAY ONLY BE BROUGHT AGAINST, MANUFACTURER and not against any direct or indirect parent, subsidiary or other affiliate of Manufacturer or any past, present or future equity owner, director, officer, manager, employee, incorporator, affiliate, agent, attorney, lawyer or representative of, or any financial advisor or lender to, Manufacturer or any of the foregoing ("**Released Persons**"); (b) no Released Person shall have any liability on any basis (whether in contract or tort, at law or in equity, granted by statute or otherwise) for any Claims; (c) the Retail Purchaser will in no event threaten or assert any Claim against any of the Released Persons, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise and, to the maximum extent permitted by the governing law specified in Section D(6), the Retail Purchaser hereby waives and releases all such Claims against such Released Persons that may otherwise be available at law or in equity to avoid or disregard the entity form of Manufacturer or otherwise impose liability of Manufacturer on any Released Person; and (d) the Retail Purchaser shall indemnify Manufacturer and each of the Released Persons from all claims, losses, injuries, damages, fees, costs, expenses, complaints and liabilities incurred or required as a result of a breach by the Retail Purchaser of any of the provisions of this Section.

11. Sole Warranty; Severability and Reformation. By purchasing products or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that this Limited Warranty is the sole warranty offered by Manufacturer or its affiliates applicable to the Pool Cover and supersedes any prior understandings, agreements or representations, whether written or oral, by or among Manufacturer and/or its affiliates and the Retail Purchaser regarding the Limited Warranty. If (but only to the extent that) any provision of this Limited Warranty is declared or found to be illegal, unenforceable or void (in whole or in part) under provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, the Retail Purchaser and Manufacturer agree that: (a) such provision may be deemed severable and the remainder of this Limited Warranty not affected by such provision shall be enforced to the fullest extent permitted by law; (b) it is their specific intent and request that the adjudicative body called upon to interpret or enforce the Limited Warranty modify such provision to the minimum extent necessary so as to render it legal and enforceable while preserving the intent thereof; and (c) if such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor.

12. No Inducement; Non-Reliance. By purchasing products or making a claim under this Limited Warranty, the Retail Purchaser is agreeing that: (a) the Retail Purchaser has not been induced to purchase any Integra Pool Covers® products by any representation, warranty or condition not expressly set forth in this Limited Warranty; (b) neither Manufacturer nor any of its affiliates is making or has

made any representation, warranty or condition, expressed or implied, at law or in equity, to the Retail Purchaser in respect of any Integra Pool Covers® products or any other matter or thing whatsoever that is not expressly set forth herein; (c) no representative of Manufacturer has any authority, express or implied, to make any representation, warranty, condition or agreement not specifically set forth herein and the Retail Purchaser is not relying upon and has not relied upon any such other representation, warranty, condition or agreement; and (d) except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, the Retail Purchaser's purchase of any Integra Pool Covers® products is subject only to the specific representations, warranties and conditions expressly set forth in this Limited Warranty, subject to the limitations herein.

13. Assignment. Manufacturer may assign, novate or otherwise transfer any or all of its rights and/or obligations under this Limited Warranty to an affiliate at any time and such transferee shall automatically be substituted as Manufacturer hereunder.