



Hydramatic & EZ-Cover Limited Manufacturer's Pool Cover Warranty (California Only)

- 1). **Scope of Coverage:** This Limited Warranty applies to the Hydramatic Cover System & EZ-Cover Manual System purchased for use on the premises of the buyer. This Limited Warranty covers the Hydramatic and the EZ-Cover Systems subject to the exclusions in Section 6 and is valid from the date on which the system is delivered installed. This warranty is applicable to the original purchaser only and is not transferable. Deterioration from any salt water generators is NOT covered under warranty.
- 2a). **Twenty-Year Limited Warranty on the Hydramatic Mechanism:** Aquamatic Cover Systems (herein called AMCS) warrants that the Hydramatic drive mechanism assembly (including but not limited to the pressure activated release switch, hydraulic power pack, and torque motors) is free from material defects under normal use and service for (20) years from the date of delivery. If part or parts (subject to the exclusions in Section 6) of the Hydramatic Cover System fail to function properly because of defects in workmanship or materials during the warranty period, AMCS will repair or replace the part(s) at our discretion, if upon our examination, the part(s) prove to be defective. This limited warranty does not include shipping, labor, and/or travel charges if required to install parts, after the first year.
- 2b). **Limited Lifetime Warranty on the EZ-Cover Mechanism.** The EZ-Cover mechanism has a limited lifetime warranty subject to exclusions in Section 6. This warranty does not include shipping, labor and/or travel charges for installation of parts, after the first year.
- 3). **Seven Year Pro-Rated Warranty on the Hydramatic and EZ-Cover Fabric.** In the first (2) years of the warranty period, AMCS will repair or replace the **cover fabric** without charge at our discretion. Shipping to and from the factory if required is not included. During the third (3) through the seventh (7) year of the warranty period, the cost of the replacement cover will be reduced by 1/84 for each remaining month in the warranty period. Labor is included for the first year. Calculation to begin from original install date.

You have two options available as follows:

Pro-ration option 1: If exercising the pro-ration options, the warranty on the replacement cover defaults to the remaining time period based on the delivery date of the original cover.

Full Warranty option 2: To receive a full cover fabric limited warranty subject to the conditions in Section 3 and the exclusions in Section 6, you must purchase the replacement cover at the non-prorated price.

- 4). **Ten-Year Warranty on the Polymer Lid/Bench Panels:** AMCS warrants the polymer lid/bench panels to be free of defects in materials for a period of ten (10) years from the date of installation. AMCS will replace the required panels during the (10) year period at no cost for the panels. Freight and labor charges are not included in the warranty. Some expansion and contraction will be incurred during temperature changes and are not a warranty claim.
- 5). **Warranty Performance:** An AMCS approved Dealer or an AMCS approved independent technician can provide service during normal business hours. When you notify the said dealer or AMCS, give identification of the equipment, date of installation, and nature of the defect.
- 6). **Conditions and/or Items Not Covered by Warranty:** Corrosion caused by Salt Water Generators, or lid systems designed by others. Conditions resulting from a component part which is not part of the Hydramatic or EZ-Cover System.
 - b). Conditions resulting from failure to provide reasonable and necessary maintenance in accordance with AMCS Homeowner's Manual.
 - c). Conditions resulting from misuse, abuse, negligence, improper chemical balance of pool water, floating chlorinators, accident or alteration.
 - d). Conditions affecting performance from normal fading or minor deterioration of exterior surfaces resulting from exposure to the elements.
 - e). Sliders, guides, pulleys, webbing, rope, zipper and screen mesh are considered consumable and are not warranty items.
 - f). Pinholes, fabric folds and wrinkles.

- g). It is important to keep water off the cover whenever possible for two separate reasons: Safety, water left on top of the cover is unsafe for small children. Stepping on part of the cover will create a low area towards which water will flow. Hence, 1/2" of water will become a puddle 4 to 6 inches deep. Excessive surface loading will cause damage to the system and is not a warranty claim.
- h). Acts of nature and/or animal damage.
- i). Re-securing the track and/or re-adjusting track joint connector's as well as skew adjustments.
- j). Expansion and contraction incurred during temperature changes are not a warranty claim.
- k). Limited warranty is applicable to the original purchaser only and is non-transferable.
- 7). **Limited Exclusion for Coverage:** Conditions that may occur in the normal operation of the cover shall not be invoked by AMCS to reduce or defeat the coverage of this warranty.
- 8). **No Other Expressed Warranties:** Unless otherwise explicitly agreed in writing, it is understood that these are the only written warranties given by AMCS, and AMCS neither assumes nor authorizes anyone to assume for it or any other obligations or liability in connection with the system.
- 9). **Implied warranties:** This warranty gives you specific legal rights. And you may also have other rights, which may vary, from state to state, implied warranties or merchantability and certain instances of fitness of particular purpose.
- 10). **Right to Arbitration:** Any dispute between the buyer and AMCS pertaining to the warranty may be resolved by arbitration according to the rules of the American Arbitration Association.
- 11). **Aquamatic Cover Systems (AMCS) Disclaimer:** Aquamatic Cover Systems (herein referred to as AMCS) manufactures swimming pool covers and distributes them through independent dealers. The relationships between AMCS and each of its dealers is an independent contractor relationship and shall never be deemed or construed to be an employment, a partnership, a joint venture, an agency or any other similar relationship. No Dealer has any authority of any kind to create and obligation on the part of AMCS. AMCS has no responsibility or liability whatsoever for or respect to any persons performing any services on the part of the Dealer. Including, without limitation, any installation or repair services, and all such persons performing any such services on the part of the Dealer are and shall remain such, the Dealers employee, contractors or agents. AMCS has no right to control or direct any employee, contractors, and/or agents, and no persons performing any services on the part of any Dealer, shall be construed, to be employees, contractors, or agents of AMCS.

AMCS disclaims any liability for any act or omission on behalf of any Dealer. AMCS obligation concerning its cover system is limited to the AMCS Limited Warranty. This Limited Warranty is applicable only to the original pool cover owner and is not transferable.

This Limited Warranty does not cover incidental or consequential damages. Some states do not allow the exclusion or limited of incidental or consequential damages so the above exclusion or limitation may apply to you.

- 12). **Voided Warranty:** Failure to pay for all charges for the Hydramatic or EZ-Cover in accordance with the original terms of the sale shall nullify this warranty.

**To activate the Limited Warranties, your warranty form must be completed and returned to:
Aquamatic Cover Systems Inc. 200 Mayock Rd, Gilroy, CA 95020 Ph. 408-846-9274**

Effective Date: _____ Issued to : _____

Authorized Signature: _____ Date: _____

Customer Name: _____ Address: _____

State: _____ Zip: _____ Email Address: _____