

LIMITED WARRANTY



Ultra Polymers, Inc. warrants to the purchaser of this product that this product will be free from defects in the materials, under normal use and service, for a period of fifteen (15) years from the date of purchase, and Ultra Polymers, Inc will replace defective product, at no charge to the purchaser within a reasonable amount of time after receipt of notice from the purchaser.

This warranty does not cover: (i) removal or reapplication costs of any type or kind, or other similar or dissimilar costs incurred by the purchaser or any third party; or (ii) costs incurred due to the discoloration, chalking, staining or other similar or dissimilar alteration in the appearance of this product or any other changes to this product that otherwise occur due to the failure of the swimming pool owner to properly maintain his or her swimming pool. This warranty shall not apply, and shall be null and void, if the defect was caused in whole or in part by (i) misuse of this product (including, without limitation, misuse pursuant to federal, state or local laws), (ii) misuse of any other product used in conjunction with this product (including, but not limited to, chemical cleaning agents) or (iii) the failure to apply this product in accordance with the instructions provided with this product. Purchase of this product is an acceptance of this warranty by the purchaser.

Ultra Polymers, Inc.'s sole responsibility pursuant to this limited warranty shall be to provide to the original purchaser an amount of replacement product sufficient to cover the area on which the defective product was applied. Under no circumstances shall Ultra Polymers, Inc. be obligated to apply the replacement product or perform any other services related thereto. The replacement of this product is in no way an admission by Ultra Polymers, Inc. of product defectiveness. ULTRA POLYMERS, INC. SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, GOODWILL OR OTHER ECONOMIC INJURY) WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED, BREACH OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY WHETHER OR NOT ULTRA POLYMERS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so this limitation or exclusion may not apply to the purchaser.

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ULTRA POLYMERS, INC. HEREBY EXPRESSLY DISCLAIMS.

THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.