

## CGT REINFORCED MEMBRANES LIMITED WARRANTY

Canadian General-Tower Limited (hereinafter "CGT") warrants to the Original Purchaser that, for a period of ten (10) years from the date of original purchase, under normal use and service conditions, CGT Reinforced Membranes (the "Products") shall be free from material defects in workmanship and materials, and will not deteriorate to the point of causing leaks through the pool liner membrane.

THIS WARRANTY SHALL NOT COVER LINER DISCOLOURATION, FADING OR BLEACHING. THIS WARRANTY SHALL NOT COVER AND CGT SHALL NOT BE RESPONSIBLE FOR COSTS AND EXPENSES INCURRED WITH RESPECT TO THE REMOVAL OF DEFECTIVE CGT PRODUCTS OR THE INSTALLATION OF REPLACEMENT MATERIALS, INCLUDING BUT NOT LIMITED TO LABOR, WATER, CHEMICALS AND FREIGHT.

**Original Purchaser:** The Original Purchaser must purchase the Products directly from CGT this warranty to be valid.

To make a claim under this limited warranty, Purchaser shall send, within the warranty period referred to above, a description and pictures of the claimed defect and proof of purchase, to the following address:

Canadian General-Tower Limited, Inc.  
Quality Department  
52 Middleton Road  
Cambridge, ONT  
N1R 5T6

Upon confirmation by an authorized CGT representative of a valid claim hereunder, CGT's sole responsibility shall be, at its option, to either replace the affected item or refund the portion of the purchase price paid by Purchaser for such affected item (not including the cost of its initial installation). Replacement material will be provided that is as close as possible in color, design and quality as the replaced material, but CGT does not guarantee an exact match as colors and design may change.

CGT does not warrant against and is not responsible for, and no implied warranty shall be deemed to cover, any condition attributable to:

(1) improper installation of the Products; (2) use of the Products beyond normal use or service conditions (3) Exposure of the product to a water temperature higher than 32 ° C; (4) Failure by the pool owner or lessee to use reasonable care in maintaining the pool (as per CGT technical bulletin <http://www.cgtpool liners.com/tb-2>), (5) movement, distortion, collapse or settling of the ground or the supporting structure on which the Product is installed; (6) any act of God (such as flooding, hurricane, earthquake, lightning, etc.); (7) improper handling, storage, abuse or neglect of the Product by Purchaser, the installer or other third parties; (8) Damage caused by automatic pool cleaners or cleaning aids (e.g. such as steel wool, sharp and/or stiff bristled brushes, scouring pads, etc.); (9) Abrasive cleaning agents, bleaches or other harmful chemicals not normally used as pool sanitizers;

No person or entity is authorized by CGT to make and CGT shall not be bound by any statement or representation as to the quality or performance of CGT products other than as contained in this warranty. This warranty may not be altered or amended except in a written instrument signed by

UNDER NO CIRCUMSTANCES WILL CGT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, IN TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND CGT'S LIABILITY WITH RESPECT TO PRODUCTS SHALL IN NO EVENT EXCEED THE REPLACEMENT OF SUCH PRODUCTS OR REFUND OF THE PURCHASE PRICE, AS DESCRIBED ABOVE.