



Hose Warranty

Haviland Contoured Plastics extends this Warranty to immediate purchasers of Haviland Contoured Plastics products (referred to within as “Purchaser(s)”).

Haviland Contoured Plastics (referred to within as HCP) warrants all hoses sold to be free of manufacturing defects in materials and workmanship, and to meet and conform to the specifications and standards printed on the product, for the period of time indicated in this warranty statement. Warranty period begins at the time of product purchase by the homeowner, installer, service company, or any other user of the product.

I-Helix	Limited 5 Year
Sundowner	Limited 4 Year
Forge Loop	Limited 3 Year
Premium	Limited 2 Year
Classic	Limited 1 Year
APC	Limited 1 Year
Bulk Economy	Limited 1 Year
Backwash Hose	Limited 1 Year
Premium	Limited 1 Year
Heavy Silver	Limited 1 Year
Softside Pools	Limited 1 Year
PVC	Limited 1 Year

HCP will replace or, at its option, issue credit for any HCP products which are found by HCP to be defective or not in conformity with such material specifications. This warranty does not apply to a product that has been subjected to: (a) improper storage or installation; (b) accident, damage, abuse, or misuse; (c) abnormal or unusual operating conditions or applications; (d) operating conditions or applications not made known to HCP prior to the date of sale of the product; (e) operating conditions or applications above the rated capacity of the product; or (f) a purpose or application in any way different from that for which the product was designed.

Claims Processing:

In the event of a product has a defect in materials or workmanship a claim can be made to HCP. All claims must be made in writing by fax, traditional or electronic mail. Claim information must include, item number, hose model name, diameter, and length. Claim

information must also include approximate date purchased from HCP and approximate date purchased by the homeowner, installer, or service company.

At the discretion of HCP, within two weeks of the date written notice of the defect or nonconformity is received by HCP, Purchaser must return all or a portion of the defective or nonconforming product to Haviland Contoured Plastics’ actual possession under an HCP Return Material Authorization number (RMA#). Purchaser is responsible for all shipping and handling charges returning defective or nonconforming products to HCP.

Within a reasonable time after HCP receives the returned product, HCP will reasonably determine if the alleged defect or nonconformity actually exists, and will notify the Purchaser of its determination. Within a reasonable time thereafter, HCP shall replace any defective nonconforming product with non-defective product of like quantity or at its option, issue credit for such defective or nonconforming product.

Futher Disclaimer of Warranties:

In the event of product failure due to defects in materials and workmanship, no labor charges or consequential damages will be paid by HCP. Consumer or installer’s claim must be processed through their

wholesale distributor, and no replacement or credit will be allowed by HCP unless the reported defect has been inspected and approved for replacement by the company, its agent or its representative.

It is the purchaser's, retailers, and/or installer's obligation to see that the product is installed in accordance with all Federal, State, and local codes or laws governing such product installation; and HCP, accepts no responsibility for improperly installed products.

The Warranty provided above is strictly limited to its terms and is in lieu of all other warranties, expressed, implied and statutory. HPC specifically disclaims any implied warranties of merchantability or fitness for particular purpose.

Purchaser specifically understands and agrees that HCP its successors, assigns, directors, officers, agents and employees, shall not be liable in tort-whether based on negligence, strict liability, or any other theory of tort liability-for any action or failure to act in respect to the manufacture, preparation for sale, sale, delivery or use of HCP products. It is the parties' intent to absolve and protect HCP. and HCP successors, assigns, directors, officers, agents and employees from any and all tort liability.

Purchaser expressly agrees that his sole and exclusive remedy for breach of the warranty set forth above, for any tortious conduct, or for any other cause of action, shall be the remedies set forth above. Under no circumstances will HCP be liable for loss of anticipated profits or any other loss caused by reason of the non-operation of the increased expense or operation caused by HCP products. This exclusion shall apply to all claims, whether sounding in tort, contract or otherwise and shall apply to all damages.