

ACRYL-GLAS™ IN-POOL STEP BY QUAKER PLASTIC CORPORATION LIMITED WARRANTY

Quaker Plastic Corporation warrants to the original retail consumer purchaser that if a Quaker Step should fail structurally due to a manufacturing defect within five (5) years from the date of original purchase, and the attached warranty card has been completed, signed and returned to Quaker within thirty (30) days of original purchase, Quaker will, at its sole option, repair any such defect or, in the alternative, supply a new step, F.O.B. York, Pennsylvania, on a no-charge basis.

This warranty is subject to the following terms and conditions:

Quaker shall not be responsible for the cost of the removal or replacement of any defective step, nor for any other expenses or damages that might be incurred in such removal and/or replacement, including but not limited to costs of transporting the defective step to Quaker Plastic Corporation or other designated location.

This warranty relates only to manufacturing defects and does not include damage or failure resulting from other causes, including but not limited to acts of God, misuse or abuse, accident, negligence, fire, improper installation and/or maintenance, or defects in the raw material.

This warranty is enforceable only on the original retail consumer purchaser within the term of this warranty, and this warranty applies only to Quaker in-pool Acryl-Glas™ pool steps purchased for private residential use.

This warranty shall be void unless the attached warranty registration card is completed, signed and returned to Quaker Plastic Corporation at the address below within thirty (30) days of purchase by the original retail consumer purchaser.

QUAKER PLASTIC CORPORATION SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF USE OF POOL OR INJURY TO PERSON OR PROPERTY, AND ANY CLAIMS THEREFORE ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

Quaker makes no other warranty, express or implied, and any statutory warranties, including implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, are hereby specifically disclaimed and excluded.

No representative of Quaker Plastic Corporation nor any of its agents, distributors or dealers has any authority to alter in any manner the terms of this warranty and Quaker Plastic Corporation is not responsible for any undertaking, representation or warranty made by any other person beyond those set forth in this warranty certificate.

Serial # **AG 000236**

This Warranty effective January 2006