

## GUARANTEE CONDITIONS G1901 COMMENCEMENT DATE JANUARY 1, 2019

Poolquip Nederland B.V. and Starline C.L.O. N.V. trading under the name Starline Group (hereinafter to be referred to as "Starline" issues a guarantee in respect of the products it has delivered which are set out in this guarantee conditions (further referred to as "the Product" or "the Products") under the following conditions.

- 1 This guarantee is issued to only the installer (further referred to as "the Buyer") who has purchased a Product in one of the Member States of Europe.
- 2 If in the period for which this guarantee applies, a new Product is delivered in the context of the current guarantee, this does not result in the start of a new guarantee period.
- 3 Starline guarantees that the Product is free of material defects and construction defects.
- 4 In the event of damage to the Product which, at the discretion of Starline, finds its origin in material and/or structural defects, this damage will be remedied. If a repair on location appears not to be possible, such at the discretion of Starline, a replacement Product will be delivered.
- 5 The Products sold by Starline are guaranteed for a period of two years. Exceptions only apply if indicated and specified in the table below.

PRODUCT	GUARANTEE PERIOD	COVER
<b>Monoblock®</b>		
Water-tightness vinylester	Unlimited	
Construction and/or material defects vinylester	20 years decreasing	F*
Built-in components and pipes	2 years	A
Jetstream & Starline Endless Swimming	2 years	A
Seal seams	2 years	A
<b>Roldeck®</b>		
PVC Slats	5 years decreasing	E
Polycarbonate slats PC(R) 60, 63 and 83 mm	5 years decreasing	E
HQ slats (out of assortment)	5 years decreasing	D
Proflex slats	1 year	-
Other Roldeck parts	2 years	A**
Underwater motors	5 years	C
Other motors	2 years	A
Storage battery & batteries	6 months	-
Floating pipes	1 year	-
Roller trays	1 year	-
<b>Starline® filters DIN/HB/KOK</b>	5 years	C
<b>Whirlpools</b>		
Whirlpool Tub	10 years decreasing	D*
Technical products and jets	2 years	A***
<b>Polyester products</b>	1 year	-
<b>Starline Premium Pool Coating</b>	5 years	C
<b>Private filters</b>	2 years	A
<b>Control panels</b>	2 years	A
<b>Water treatment equipment</b>	2 years	A**
<b>Electrode</b> (measuring probes)	3 months	-
<b>Elements pools</b> (out of assortment)	5 years decreasing	B
<b>Seal seams</b>	2 years	A
<b>Filter pumps</b>	2 years	A**
<b>Repairs, not carried out under guarantee</b>	3 months	-

\* Only in combination White recommended annual maintenance carried out by a recognised Starline Installer. A working Starline PoolControl panel must be present Whitein the installation.

\*\* White exception of consumable parts.

\*\*\* Excluded from the warranty: users parts, wood paneling, step and covers.

YEAR	COVER	COVER	COVER	COVER	COVER	COVER MONOBLOCK	
	A	B	C	D	E	YEAR	F*
1	100%	100%	100%	100%	100%	1-2	100%
2	100%	80%	100%	90%	100%	3-4	90%
3	n/a	60%	100%	80%	75%	5-6	80%
4	n/a	40%	100%	70%	50%	7-8	70%
5	n/a	20%	100%	60%	25%	9-10	60%
6	n/a	n/a	n/a	50%	n/a	11-12	50%
7	n/a	n/a	n/a	40%	n/a	13-14	40%
8	n/a	n/a	n/a	30%	n/a	15-16	30%
9	n/a	n/a	n/a	20%	n/a	17-18	20%
10	n/a	n/a	n/a	10%	n/a	19-20	10%

Explanation of above table: a guarantee of 100% means that Starline will bear the costs related to the repair of the damage in accordance with the provisions of this guarantee certificate. If the table refers to a lower percentage, Starline will only pay the part of the costs which corresponds to such percentage which means that the remainder of these costs are for the account of the Buyer. For example: if the table states a guarantee of 80%, Starline will pay 80% of these costs and 20% is for the account of the Buyer.

- 6 Starline decides whether to replace/repair the product or to pay monetary compensation for the damage.
- 7 The monetary compensation will consist of a payment based on the sales price to the Buyer. The payment will expressly not be determined on the basis of the consumer price.
- 8 All guarantee periods start on the date of purchase of the Product by the Buyer. Starline's invoice is decisive in the determination of this date.
- 9 In the event of the delivery of a replacement Product any consequential loss, such as costs of disassembly of the Product, the instalment of the new Product and accessories and travel and accommodation costs, does not fall under the guarantee.
- 10 This guarantee only applies if the Products have been in contact with water which complies with the following requirements and the following conditions are met:
  - A The water temperature may not be higher than 32 degrees Celsius (only for vinylester and polyester products).
  - B A pH value of between 7.0 and 7.8 is maintained.
  - C The water has to be chemically in balance with the Langelier index within a range of  $-0.3 + 0.3$  to ensure that it does not become corrosive or limescale forming. The maximum chlorine level may never exceed 3 PPM.
  - D The maximum Redox level of the pool water may not be higher than 750 mV.
  - E It satisfies the applicable national regulations, if no regulations are available, DIN19643 I-IV applies.
  - F The quality of the feed water with which the Products come into contact must meet the EU directives for drinking water quality and must in addition originate from the water mains network.
  - G Annual and periodic maintenance by an **approved Starline Installer** that expressly concerns water analysis, setting up equipment at the correct values and cleaning of the pool.
- 11 Discolouration of surfaces and materials is explicitly excluded from material and construction faults. Starline is not liable for discolouration of surfaces or materials, sealant and/or glue seams.
- 12 The damage to the Product which has a different cause than material or construction defects is not covered by the guarantee. Excluded in any event are, for instance, damage to the Product caused by:
  - Incompetent assembly, which includes in any event assembly which has not been carried out in accordance with the manual or by a Starline approved installer.
  - Incompetent or overdue maintenance. (annual maintenance is essential for proper functioning)
  - External chemical or mechanical causes.
  - Incorrect use, corrosion, incorrect water treatment.
  - Influences of ground and/or surface water.
  - Damage, scratches and wear as a result of the use of the Product or damage caused by covers and pool robots.
  - Repairs carried out or changes made by a third party, not being a Starline approved installer/repairer.

- Effects of aggressive liquids, fumes and gasses.
  - Damage caused by algae formation, lightning strike, fire, natural disasters, hail and garden waste.
  - Overheating of the slats by direct sunlight due to the slats not making contact with the pool water.
  - The filter system being turned off.
  - Damage to motor and power point which is caused by the direct contact of the motor (apart from the tube motor) and/or power point with water and condensation.
  - The occurrence of condensation in solar and/or transparent slats is excluded from the guarantee.
  - Leakages to the sealant of the slats which are older than 6 months after the date of delivery.
- 13** Starline is never liable for indirect loss or consequential loss such as loss of profit, water damage and fire damage, unless there is an intentional act or gross negligence on the part of the director or management of Starline.
- 14** If the Buyer detects damage to the Product, irrespective of whether or not this damage falls under this guarantee, he must at all times immediately contact the Starline outlet which has sold him the Product. Starline will investigate the complaint of the Buyer, also on behalf of the producer of the product. If Starline finds or suspects that there is a material and/or construction defect which falls under this guarantee, this guarantee condition can be invoked.
- 15** This guarantee is issued to the Buyer under the following conditions precedent:
- 1** The complaint or damage respectively must first have been investigated by Starline;
  - 2** The Buyer has satisfied all his obligations towards Starline, including the full payment of the invoices.
- 16** In principle, Starline will assess the damage which has been observed or of which the Buyer expects it is present and, if possible, repair it. If the (probable) damage relates to a part (this to the discretion of Poolquip), Starline can demand from the Buyer that the relevant part is sent to Starline for assessment and/or repair. If the Buyer nevertheless requires that Starline assesses and/or repairs the (probable) damage on location, the travel and accommodation costs are for the account of the Buyer.
- 17** Not only in the event of claims as referred to in article 13, but in all cases where the Buyer has questions or complaints on issues relating to the Product, the Buyer must contact Starline directly. This Buyer is the contact point for Starline.
- 18** If repairs are, or other work is, carried out during the guarantee period, this does not extend the guarantee period referred to in these guarantee conditions. For repairs not carried out under the guarantee, there is a guarantee period for material and labour defects of 3 months from the repair date.
- 19** Starline only grants the rights under this guarantee certificate to the Buyer. Legal successors by particular title of the Buyer can expressly not make a claim under this guarantee. Starline determines that the rights under these guarantee conditions cannot be transferred to a third party.
- 20** Apart from the rights and claims granted to him in these guarantee conditions, the Buyer also has the rights and claims conferred to him by the law, unless there is an express departure from such in these guarantee conditions.
- 21** These guarantee conditions are governed by Dutch law. In the event of disputes, the competent court in the district of East Brabant/Den Bosch has jurisdiction to hear it.
- 22** These guarantee conditions are, in addition to Dutch, also drawn up in English, German and French. In the event of lack of clarity concerning the text, the Dutch text will be decisive.