

## PP Safety Cover Warranty

### 1. Definitions

In this Warranty, the Original Buyer refers to the natural person or legal entity that purchases the PP pool safety cover (including the PP safety cover or its accessories, hereinafter referred to as the “**Product**” or “**safety cover**”) directly from Landy (Guangzhou) Plastic Products Co., Ltd. (hereinafter referred to as “**Landy**”), including but not limited to:

**Direct Buyer:** Refers to a self-use customer who purchases the Product directly from Landy and uses them directly for their own facilities;

**Commercial Buyer:** Refers to a distributor, wholesaler, retailer, builder, or contractor who purchases the Product from Landy for resale, engineering installation, or commercial distribution.

### 2. Scope and Warranty Statement

This warranty applies to the safety cover manufactured by Landy.

Landy warrants to the Original Buyer that, provided the Product is correctly installed by qualified pool professionals in accordance with standard procedures and is consistently maintained in strict compliance with the *PP Safety Cover Maintenance and Care Manual*, the Product shall be free from defects in materials and workmanship under normal use, maintenance, and environmental conditions.

### 3. Warranty Period

The warranty period commences from the date of shipment from Landy. Landy makes warranty to the Original Buyer that for the first 2 years, replacement safety covers will be provided to the Original Buyer free of charge. Thereafter, pro-rata warranty service shall apply, and the customer shall pay a corresponding proportion based on the market price at the time the warranty claim is made:

| Year   | Safety Cover<br>(Manufacturer Will Cover) | Safety Cover<br>(Buyer Responsibility) |
|--------|-------------------------------------------|----------------------------------------|
| Year 1 | 100%                                      | 0%                                     |
| Year 2 | 100%                                      | 0%                                     |
| Year 3 | 65%                                       | 35%                                    |
| Year 4 | 50%                                       | 50%                                    |
| Year 5 | 35%                                       | 65%                                    |

Note: The pro-rata calculation shall be based on the current market list price of the same model product at the time of the claim, rather than the original purchase price.

### 4. Remedies

During the warranty period, in the event of any defects in materials or workmanship, Landy shall, at its discretion based on actual evaluation, be responsible for repairing or replacing the defective product. Such repair or replacement shall be the Buyer's sole and exclusive

remedy under this Warranty. The warranty period for any repaired or replaced product or component shall expire concurrently with the remaining warranty period of the original product.

## 5. Claims Procedure

If the Buyer discovers any product defects suspected to be within the scope of this Warranty, the Buyer shall notify Landy in writing within 14 days of discovery, and simultaneously provide proof of purchase (invoices or other supporting documents), compliant installation records, product specification (color and size) and detailed photos or videos of the defective parts.

Upon receipt of the claim notice, Landy will conduct an evaluation and determine the most appropriate resolution method, including but not limited to conducting evaluations via remote video conferences or detailed image/video materials, dispatching technicians for on-site inspection, or requiring the Buyer to return the suspected defective product to a designated location for in-depth testing. If it is verified through inspection that the defect is indeed caused by materials or workmanship of Landy's products, the relevant material costs, testing fees, and logistics costs (including but not limited to) shall be borne by Landy. If it is determined through inspection that the defect falls under the exclusions stipulated in Article 6 of this Warranty, the relevant material costs, testing fees, and logistics costs (including but not limited to) shall be borne by the Buyer.

## 6. Exclusions

This Warranty does not cover any loss or damage directly or indirectly caused by the following:

- 6.1 Improper Transportation: Damage caused by improper transportation, loading and unloading, or warehousing (including man-made damage such as bumps, drops, or water ingress caused by the Buyer or its agents/carriers during handling, installation, or use);
- 6.2 Improper Operation: Failure to operate, maintain, or store strictly in accordance with the requirements of the *PP Safety Cover Maintenance and Care Manual*;
- 6.3 Normal wear and tear and appearance changes: normal wear, scratches, fading, localized minor yarn abrasion, slight fraying at the webbing edges, natural aging of adhesive strips, and other normal wear and tear that do not affect safety performance;
- 6.4 Improper Water Quality and Cleaning: Damage caused by chemical imbalances in the pool water (such as pH level or chlorine concentration exceeding standards, high chemical concentrations, etc.), algae growth, or improper cleaning products;
- 6.5 Debris corrosion: corrosion or mold on the mesh fabric caused by long-term accumulation of uncleaned fallen leaves or humus;
- 6.6 Force majeure: force majeure events including, but not limited to, hail, hurricanes, earthquakes, floods, fires, or extreme temperatures; damage caused by accidents such as fire, explosion, or theft;
- 6.7 Prolonged jumping, heavy weight crushing, or cutting by sharp objects;
- 6.8 Biological damage: damage caused by insects, rodents, pets, or other animals;
- 6.9 Unauthorized operations: any alterations or disassembly of the product performed by a third party without Landy's prior written authorization

## **7. Limitation of Liability and Disclaimer**

To the maximum extent permitted by applicable law, Landy shall not be liable for any indirect, special, incidental, or consequential losses, personal injury, or property damage arising from the use, misuse, or inability to use the Product, whether based on contractual liability, tort liability (including negligence), or other legal theories. Nothing in this Warranty shall exclude or limit liability that cannot be excluded or limited under mandatory provisions of applicable laws.

## **8. Attribution and Transfer of Rights**

The rights under this Warranty are granted solely to the Original Buyer. Without Landy's prior written consent, the rights of Direct Buyers under this Warranty shall not be transferred with real estate, assigned to subsequent owners, or transferred or assigned in any other manner. When a Commercial Buyer lawfully resells or installs and delivers the purchased products to an end-user, all warranty rights under this Warranty shall automatically transfer with the Product to that end-user.

## **9. Miscellaneous**

Landy reserves the right to amend or update this Warranty from time to time, and the revised terms shall take effect from the date of publication.