

Guarantee conditions G1901

START DATE 1 JANUARY 2019

Poolquip Nederland B.V. and Starline C.L.O. N.V. acting under the name of Starline Group (hereinafter "Starline") offer warranty for the products delivered by them and mentioned in these warranty conditions (hereinafter "the Product" or "the Products") subject to the following conditions.

- 1 This warranty is given exclusively to the installer (hereinafter the "Buyer") who has bought a Product in one of the member states of the European Union.
- 2 If, in the period covered by this warranty, a new Product is delivered under this warranty, this shall not restart the warranty period.
- 3 Starline guarantees that the Product does not have any material defects or construction defects.
- 4 In the event of damage to the Product caused by material and/or construction defects in the opinion of Starline, this damage will be repaired. If repair on location is not possible in the opinion of Starline, a replacement Product will be provided.
- 5 The Products sold by Starline are subject to a warranty period of two years. Exceptions only apply if indicated and specified in the table below.

PRODUCT	WARRANTY TERM	COVER
Monoblock®		
Water-tightness of vinylester	Unlimited	
Construction and/or material defect vinylester	20 years decreasing	F*
Built-in parts and pipes	2 years	A
Starline Endless Swimming	2 years	A
Sealing of seams	2 years decreasing	A
Roldeck®		
PVC slats	5 years decreasing	E
Polycarbonate slats PC(R) 60, 63 and 80 mm	5 years decreasing	E
HQ slats (from range)	5 years decreasing	D
Proflex slats	1 year	-
Other Roldeck parts	2 years	A**
Underwater engines	5 years	C
Other engines	2 years	A
Accumulators & batteries	6 months	-
Buoyancy tubes	1 year	-
Roller tracks	1 year	-
Starline® filters DIN/HB/KOK	5 years	C
Whirlpools		
Basin	10 years decreasing	D*
Technology and injectors	2 years	A***
Polyester products	1 year	-
Starline Premium Pool Coating	5 years	C
Private filters	2 years	A
Controls	2 years	A
Water treatment equipment and heating pumps	2 years	A**
Electrode (measurement sensors)	3 months	-
Element pools (from range)	5 years decreasing	B
Sealing of seams	2 years decreasing	A
Filter pumps	2 years	A**
Repairs, outside warranty	3 months	-

* Only in combination with the prescribed annual maintenance by an authorised Starline Installer. The installation must contain a working Starline Pool Control.

** With the exception of wear parts.

*** Excluded from the warranty are user parts, timber casings, steps, and covers.

YEAR	COVER	COVER	COVER	COVER	COVER	COVER MONOBLOCK	
	A	B	C	D	E	YEARS	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 the above table: A 100% warranty means that Starline pays the costs for repairing the damage, in line with the provisions of these warranty conditions. If a lower percentage is listed in the table, Starline pays only the listed percentage of the costs, which means that the remaining part is for the account of the Buyer. Example: If the table states an 80% warranty, Starline will pay 80% of the costs, and the Buyer must pay 20% of the costs.

- 6 Starline may decide to replace/repair the product or to pay compensation for the damage.
- 7 This compensation is based on the price the Buyer paid for the purchase. The compensation will explicitly not be based on the consumer price.
- 8 All warranty shall start on the date the Product was bought by the Buyer. This is the date on the invoice of Starline.
- 9 In case a replacement Product is delivered, consequential damages, such as costs for disassembly of the Product, installation of the new Product and accessories, travel and accommodation, are not covered by the warranty.
- 10 This warranty applies only to Products that have been in contact with water that meets the following requirements and if the following conditions have been met:
 - A The water temperature of the water in the pool and in the installation must not exceed 32 degrees Celsius (only for vinylester and polyester products). This temperature must be registered using a Starline Pool Control type 2014 + access to the full history.
 - B The pH value of the water in the pool and in the installation must be kept between 7.0 and 7.8.
 - C The water in the pool and in the installation is chemically balanced with a Langelier index in the range of - 0.3 to + 0.3 to ensure the water is not corrosive and does not cause crystallisation. The maximum chlorine value must never exceed 3 PPM, or 2 PPM when Proflex slats are used.
 - D The maximum Redox value of the water in the pool and in the installation must not exceed 750 mV.
 - E Must at least meet the national requirements, or if no requirements apply, DIN19643 I-IV.
 - F The quality of the supplementation water the Products come into contact with must meet the EU guidelines for drinking water, and must come from the water mains.
 - G Periodic maintenance is carried out annually by an authorised Starline installer, explicitly including water analysis, setting the temperature to the correct values (calibration), and cleaning of the pool according to the correct instructions. Maintenance, findings, and registration must be demonstrable at the installation.

In order to prevent any discussions regarding warranty, we recommend to always use Starline water treatment equipment with a Starline pool, consisting of a Starline filter, pump, backwash valve, dosing, disinfection, level control, and temperature monitoring and control.

- 11 Discolouring of surfaces, sides, floors or materials is explicitly not regarded as a material or construction defect. Starline is not responsible for discolouring, reduced shine, or chalking of surfaces, materials, sealing and/or seams.
- 12 Damage to the Product due to other causes than material or construction defects are not covered by the warranty. In particular damage to the Product caused by the following is therefore excluded:
- Unprofessional installation, i.e. installation that is not in accordance with the manual, or not carried out by an authorised Starline installer.
 - Unprofessional or overdue maintenance (annual maintenance is necessary for proper operation)
 - External chemical or mechanical causes.
 - Incorrect use, corrosion, incorrect water treatment.
 - Effects of ground or surface water.
 - Damage, scratches and wear as a result of using the product or damage caused by covers or pool robots.
 - Repair or changes carried out by third parties not recognised as an authorised Starline installer/repairer.
 - Effects of aggressive fluids, fumes or gases.
 - Damage caused by algae, lightning strikes, fire, natural disasters, hail, or garden waste.
 - Overheating of the slats by direct sunlight due to the slats not being in contact with the water.
 - Switching off the filter system.
 - Damage to the engine or socket caused by direct contact of the engine (not the tube engine) and/or the socket with (condensation) water.
 - Condensation in solar and/or transparent slats is excluded from warranty.
 - Leakage of the sealing of slats older than 6 months after the delivery date.
- 13 Starline shall never be liable for indirect damage or consequential damage, such as commercial damage, water damage or fire damage, unless caused by malicious intent or gross negligence of the management of Starline.
- 14 When the Buyer discovers that the Product is damaged, the Buyer always immediately inform the Starline dealer who sold the Product, irrespective of whether the damage is covered by warranty. Starline will investigate the Buyer's complaint, also in name of the manufacturer. If Starline discovers or suspects that the issue is due to a material and/or construction defect covered by this warranty, the warranty will apply.
- 15 This warranty is offered to the Buyer subject to the following suspensive conditions:
- 1 The complaint or damage must be assessed by Starline first;
 - 2 The Buyer has honoured his obligations towards Starline, including full payment of the amounts due.
- 16 In principle, Starline will assess, and if possible repair, the damage found or suspected by the Buyer. If the (suspected) damage concerns a part (in the opinion of Starline), Starline can demand that the Buyer sends this part to Starline for assessment and/or repair. If the Buyer nevertheless wants Starline to come and assess and/or repair the (suspected) damage on location, the travel and accommodation costs are for the account of the Buyer.
- 17 The Buyer must contact Starline directly not only for cases of damage in the sense of Article 13, but in all cases in which the Buyer has questions or complaints with respect to the Product. The Buyer is the contact point for Starline.
- 18 If repairs or other work is carried out during the warranty period, this does not cause the warranty period to be extended. Repairs carried out outside the warranty are subject to a 3-month warranty from the repair date for material or labour defects.
- 19 The rights under these warranty conditions are only granted to the Buyer. Legal successors of the Buyer explicitly cannot make any claims under this warranty. Starline has determined that these warranty rights are not transferable to a third party.
- 20 In addition to the rights and claims under these warranty conditions the Buyer also has rights and claims assigned by law, unless this is expressly excluded in these warranty conditions.
- 21 These warranty conditions are governed by the laws of the Netherlands. Any disputes shall be submitted to the competent court in 's-Hertogenbosch.
- 22 These warranty conditions have been drawn up in English, Dutch, German and French. In case of uncertainty about the text, the Dutch version shall prevail.