

GLB® *No Algae Guaranteed* Limited Warranty

1. Limited Warranty

a. Subject to the definitions, terms and conditions set forth below in this Limited Warranty, Arch Chemicals, Inc. ("Warrantor") warrants to each Owner¹ that each Pool² Properly Maintained³ with GLB® *No Algae Guaranteed* Products⁴ will remain Algae-Free⁵ during the Swimming Season⁶.

¹ "Owner" means with respect to a Pool, any individual person who owns and/or leases the residence in which the Pool is located and maintains such Pool in his or her individual capacity.

² "Pool" means any in-ground or above-ground pool up to 40,000 gallons that is located on single family residential property.

³ "Properly Maintained" with respect to a Pool means that during the Swimming Season (a) the Pool water is tested and documented by an authorized GLB dealer on or prior to Memorial Day; (b) the Pool water is tested and documented by an authorized GLB dealer a minimum of every four weeks thereafter; (c) the Pool water is treated with GLB® brand sanitizers and balancers as instructed on the respective product labels, and such levels are maintained during the Swimming Season (Correct levels are: pH 7.2-7.8, Total Alkalinity 80-120 ppm, Free Chlorine or Total Bromine 1-3 ppm); (d) the Pool operates with filtration and water circulation as specified by the Pool and/or equipment manufacturer or authorized GLB dealer; (e) Algimycin® 2000 algaecide and Oxy-Brite® non-chlorine shock oxidizer or Shoxidizer® shock oxidizer are added to the Pool as instructed on the respective product labels; and (f) the Pool is brushed and vacuumed weekly.

⁴ "GLB® *No Algae Guaranteed* Products" means (a) Algimycin® 2000 algaecide, (b) and Oxy-Brite® non-chlorine shock oxidizer or Shoxidizer® shock oxidizer, and (c) any GLB® sanitizer.

⁵ "Algae-Free" means, with respect to a Pool, that such Pool's water is absent of visible algal growth evidenced by cloudy green water indicative of common algae or the presence of dark green algal slime on walls commonly referred to as Black Algae and confirmed by the dealer as algae growth.

⁶ "Swimming Season" means the period from Memorial Day of a particular year through Labor Day of such year.

b. This Limited Warranty DOES NOT apply to or cover:

- (i) Any algae that exists in the Pool water prior to the Swimming Season or the beginning of use of the GLB® *No Algae Guaranteed* Products; and
- (ii) Any green coloration or staining other than algae as may be identified by a GLB authorized dealer.

2. Exclusion of Warranties

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY WARRANTOR WITH RESPECT TO GLB® *No Algae Guaranteed* Products AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES. WARRANTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR

USAGE OF TRADE OR ADVERTISING, EXCEPT TO THE EXTENT SUCH DISCLAIMERS ARE PROHIBITED BY APPLICABLE CONSUMER LAW. NOTHING IN THIS LIMITED WARRANTY IS INTENDED TO CREATE ANY IMPLIED WARRANTIES, EXTEND SAME BEYOND THEIR CUSTOMARY DURATION, OR MAKE WARRANTOR LIABLE FOR ANY IMPLIED WARRANTIES THAT IT WOULD NOT BE LIABLE FOR IF THIS LIMITED WARRANTY HAD NOT BEEN GIVEN.

3. Remedies, Exclusions of Remedies, and Limitation of Liability

With respect to any Pool water that fails to conform to the warranties set forth herein, the Qualified Owner's sole and exclusive remedy and Warrantor's sole and exclusive liability will be for replacement of the GLB® *No Algae Guaranteed* Products used during the Swimming Season with a maximum value of \$100.00.

In no event will Warrantor be liable for any incidental, special, indirect, multiple, punitive or consequential damages resulting from any use of GLB® *No Algae Guaranteed* Products, including but not limited to personal injury, damage to property or lost profits. **Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.**

4. Claims

Any claim that a GLB® *No Algae Guaranteed* Product has failed to conform to this Limited Warranty must be submitted to Warrantor or a GLB authorized dealer in writing within thirty (30) days after discovery of such failure. In order to be processed by Warrantor, the claim must include the written evidence of compliance with the Properly Maintained guidelines set forth above. The claim must be mailed to Arch Chemicals, Inc., 1400 Bluegrass Lakes Pkwy., Alpharetta, GA 30004.

It is the Owner's responsibility to submit water test reports from its GLB authorized dealer for the times shown above. The Owner should do this by retaining the water treatment records set forth above and original receipts showing proof of purchase of GLB® *No Algae Guaranteed* Products.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For further information, contact:
GLB, an Arch Chemicals, Inc. business
1400 Bluegrass Lakes Pkwy.
Alpharetta, GA 30004