

ELITE™ POLYMER WALL PANEL Lifetime Transferable Warranty

Latham Pool Products, Inc. warrants to the original retail purchaser and to a one time subsequent purchaser to whom this warranty is transferred, for as long as either shall own the same, that if an *Elite Polymer Wall Panel* shall become unusable and/or ineffective due to a manufacturing defect, and the purchase has been registered within thirty (30) days of installation either by completing, signing and returning the attached warranty card to **Latham Pool Products, Inc.** or through our Web site at www.yourpoolwarranty.com, **Latham Pool Products, Inc.** will either repair any such defect or supply a new panel F.O.B. This warranty shall be void unless the attached card or electronic registration has been completed and sent to **Latham Pool Products, Inc.** within thirty (30) days of installation.

The purchaser must make any claim for warranty coverage as instructed on the reverse side of this warranty. The purchaser may be required to have the product inspected by an installer and/or provide photographic representation of the defective portion of the wall panel. Upon inspection of all related reports and/or photographs, the purchaser will be informed as soon as possible as to the disposition of the claim.

This warranty relates only to manufacturing defects and does not cover discoloration, damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, improper maintenance, accident, consumer negligence, design alteration, fire, ice, exposure to excessive heat or cold, water loss, improper assembly, installation, and the use of improper backfill materials/media. **IMPORTANT: Polymer materials should not be exposed to UV light for excessive periods of time. Front/Back of the pool panels should be covered (tarp) if exposure to UV light is going to be greater than one week.**

Latham Pool Products, Inc. shall not be responsible for labor charges or any additional costs from related damage that may occur. **Latham Pool Products, Inc.** shall not be responsible for the cost of removal or replacement of the product under warranty, nor for any other expenses or damages that might be incurred as the result of such removal or replacement.

ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES SHALL **Latham Pool Products, Inc.**, BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF USE OF POOL, INJURY TO, OR DEATH OF, ANY PERSON, OR DAMAGE TO PROPERTY, AND ANY CLAIMS THEREFOR ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE EXCLUSION OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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

No representative of **Latham Pool Products, Inc.** or any of its agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty. **Latham Pool Products, Inc.**, is not responsible for any undertaking, representation or warranty by any other person beyond those expressly set forth in this warranty certificate.

The term of this warranty shall not create or extend any statute of limitations or other time limitation of any kind.

Latham Pool Products, Inc.
787 Watervliet-Shaker Rd.
Latham, NY 12110
888-MYPOOL2 (888-697-6652)

AD5204.09

Rev. 2/10 mz

WARRANTY REGISTRATION – ELITE™ POLYMER WALL PANEL

Warranty shall be void unless this card is completed, signed and returned within thirty (30) days.

PURCHASER'S NAME

POOL MODEL & SIZE

ADDRESS

STOCK NO.

CITY, STATE & ZIP

LINER SERIAL NO.

PURCHASED FROM

DATE INSTALLED

ADDRESS

INSTALLED BY (check one):
 Dealer Consumer purchaser
 Private installer

Important!! Please Read And Sign

I have received and reviewed the Owner's Operating and Safety information package which contains:

1. Safety Letter
2. NSPI Safety Tips and Information
3. Swimming Safety Tips Sign
4. Operating Manual
5. "No Diving" Signs and Instructions

Owner's Signature Date

ELITE™ POLYMER WALL PANEL Warranty

HOW TO FILE A CLAIM

All necessary warranty and care information is enclosed with each panel system. It is the retailer's responsibility to present this information to the purchaser.

It is very important to complete and return the *Elite* warranty card within the first 30 days following installation of a new panel system. Our web site, www.yourpoolwarranty.com, may also be used to register a warranty. Doing so validates your acceptance of the product and its instructions for use and care. It also registers your ownership and simplifies claims processing in the unlikely event you may need that type of assistance. Please follow these easy steps when contacting us:

- 1) If you believe you have a warranty claim, please contact the seller of the panel system. The seller or their designee should assess the product and report its findings to Warranty Service at **Latham Pool Products, Inc.** If you have not received a response to your claim within 3 weeks of the date you first contacted your seller about your warranty claim, please call our Warranty Service department toll-free at **888-MYPOOL2** (888-697-6652).
- 2) A Customer Service representative will ask for a claimant's name, address, phone number, the date the panel system was installed, the business name of the product seller and a description of the claimed defect. A claim number will be assigned.
- 3) **Please record and save the claim number.**
- 4) The Customer Service representative may require the original seller/installer to inspect the product to verify the cause of the failure. The representative may also ask for digital or paper photographs of the area suspected of being defective and/or the return of the defective wall panel. In either case, the appropriate mailing address will be provided.
- 5) **Latham Pool Products, Inc.** reserves the right to change its warranty claim filing instructions and procedures from time to time. Please contact your authorized *Elite Polymer Wall Panel* retailer for the latest instructions that apply to your warranty claim.

Place
Stamp
Here

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787 Watervliet-Shaker Rd.
Latham, NY 12110