

LATHAM POOL PRODUCTS, INC. 20 YEAR LIMITED VINYL LINER WARRANTY

1 YR. FULL 19 YR PRO RATED

Latham Pool Products, Inc. warrants to the original retail purchaser, that if a swimming pool liner shall fail due to a separation of a welded seam within twenty (20) years from the date of installation, and your purchase has been registered within thirty (30) days of purchase whether 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. at its option, will repair any such defect or supply a new vinyl liner F.O.B. Latham, New York. This warranty shall be void unless the attached card or electronic registration has been completed and sent to Latham Pool Products, Inc. within 30 days of installation.

During the first year from the date of installation, there shall be no charge to the purchaser for repair or replacement of a defective liner. Thereafter, the purchaser will be charged a percentage of the retail price of the product in effect at the time of replacement or repair, plus all costs of shipping. The purchaser's costs will be based on the length of time from the date of installation to the date a warranty claim is made. The following schedule sets forth the percentage rate to be paid by the purchaser:

From the beginning of the second year to the end of the seventh year:	30%.
From the beginning of the eighth year to the end of the twelfth year:	50%
From the beginning of the thirteenth year to the end of the twentieth year:	75%

This warranty is subject to the following additional terms and conditions:

Latham Pool Products, Inc. swimming pool liners are intended for use in residential swimming pools only. The purchaser must make any claim for warranty coverage as instructed on the reverse side of this warranty. Upon review of such claim, Latham Pool Products, Inc. may require the purchaser to return the liner or the defective portion of the liner, freight prepaid, or supply photographic proof of the defect, and postage prepaid, to Latham Pool Products, Inc., 787 Watervliet-Shaker Rd., Latham, NY 12110. Upon inspection of the return, 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 use of the product other than as a liner in a residential swimming pool, discoloration, damage or failure resulting from other causes, including, but not limited to, material irregularities, chemical damage regardless of origin or type of administration, fading, damage results from improper use of Salt-Chlorine Generation Systems, acts of God, misuse or abuse, improper maintenance, accident, consumer negligence, pool cleaning equipment, scuffing, design alteration, fire, ice, exposure to excessive heat (continuously greater than 84° F) caused by heaters or pool covers, cold, water loss, or improper assembly or installation. *Pools that are covered in season should be safely uncovered once a day to release excessive chlorine vapor. Excessive chlorine vapor will cause premature liner failure.*

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. The purchaser shall pay the cost of any return freight as well as any installation costs.

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-MYPPOOL2 (888-697-6652)
LB216.09

Rev 2/10 mz

Warranty Registration – Latham Pool Products, Inc.

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 *Latham Pool Products, Inc. Owner's Operating and Safety* information package which contains:

1. Pool Owners Safety Handbook
2. APSP "Sensible Way" Book
3. Children Aren't Waterproof Book
4. Plaque
5. Label Installation Sheet
6. Vinyl Swimming Pool Liner-Warranty
7. "No Diving" Labels
8. Brand _____

Owner's Signature *Date*

Latham Pool Products, Inc. Swimming Pool Liner Warranty

HOW TO FILE A CLAIM

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

It is very important to complete and return the Latham Pool Products, Inc. warranty card within the first 30 days following installation of a new vinyl liner. 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 that occurs within one year of the date your product is installed, please contact the retail seller of the Latham Pool Products, Inc. liner. If a manufacturing defect is the cause of a product failure, the seller of the product is responsible for contacting the distributor from whom the liner was purchased. Instruction will be provided to the seller as to the process by which the liner will be repaired or replaced. Please do not contact the Warranty Service department if a liner has been in use less than one year.
- 2) After the first year, the purchaser of the product is responsible for contacting Latham Pool Products, Inc. directly. Our Warranty Service department can be reached at 888-MYPOOL2. Simply ask the receptionist for the representatives responsible for warranty claims. Please have available the Latham Pool Products, Inc. liner serial number. The product serial number is located at the bottom right corner of your portion of the written warranty. It is the eleven-digit number beneath the bar code. If the written warranty is misplaced or has not been given to you, the serial number can also be found on the back of the liner. The skill level necessary to accomplish the following is usually found in persons with experience in liner installation: Locate the vertical wall seam nearest the deep end of the pool. With moderate pressure, rub your hand within 8" of either side of the seam and within 12" from the top of the liner. The serial number tag will be detected by its greater thickness in relation to the liner. Using both hands, force the liner material up toward the receiver track and lift the bead up and out of the track. Warming the vinyl will make this process much easier. In the case of overlap, aboveground liners, some portion of the top rail and/or fastening mechanism may require removal. Read and record the serial number prior to contacting Latham Pool Products, Inc..
- 3) A Warranty service representative will also ask for a claimant's name, address, phone number, product serial number, and the date it was installed, the business name of the product seller and a description of the claimed defect. A claim number will be assigned. Please record and save the claim number. The Warranty 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 liner or portion of the liner. In either case, the appropriate mailing address will be provided. Upon review, the purchaser will be informed as soon as possible as to the disposition of the claim.
- 4) When a claim is validated and the replacement cost is established, the purchaser will be invited to replace their existing liner using current patterns and/or upgrades. Pattern changes are free. Upgrades, such as thicker material or non-standard material matches, will be priced identically to the then published list price minus the applicable pro-rated discount. Master Card and Visa are accepted.
- 5) Please note that after the first year, Latham Pool Products, Inc. will not be responsible for costs related to labor, removal, repair, replacement, or shipping. Taxes will be applied to each sale in the requiring states.
- 6) Latham Pool Products, Inc. reserves the right to change its warranty claim filing instructions and procedures from time to time. Please contact your authorized Latham Pool Products, Inc. retailer for the latest instructions that apply to your warranty claim.

Place
Stamp
Here

Latham Pool Products, Inc.
787 Watervliet-Shaker Rd.
Latham, NY 12110