

FORT WAYNE POOLS daVinci 20 YEAR LIMITED VINYL LINER TRANSFERABLE WARRANTY 5 YR. FULL 15 YR PRO-RATED

Fort Wayne Pools warrants to the original retail consumer purchaser, and to a one time subsequent purchaser to whom this warranty is transferred, that if a Fort Wayne Pools *daVinci* vinyl liner should fail due to a separation of a welded seam within twenty (20) years from date of installation, and the purchase has been registered within thirty (30) days whether by completing, signing and returning the attached warranty card to Fort Wayne Pools or through our Web site at www.yourpoolwarranty.com, Fort Wayne Pools will, at its option, repair any such defect or in the alternative supply a new liner, F.O.B. Fort Wayne, Indiana.

During the first five years from the date of installation, there shall be no charge to the purchaser for repair or replacement of a defective Fort Wayne Pools *daVinci* liner. After the fifth year, and up to 20 years from the date of original installation, the same will be repaired or supplied, at the company's option, upon payment of 50% of the then retail-selling price. The liner must be supplied/installed by a Fort Wayne Pools Strong Support Dealer.

Fort Wayne Pools *daVinci* 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, Fort Wayne Pools may require the purchaser to return the liner or the defective portion of the liner, freight prepaid, to Fort Wayne Pools, 6930 Gettysburg Pike, Fort Wayne, IN 46804. 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 include damage or failure from other causes, including but not limited to, discoloration, damage or failure resulting from other causes, including, but not limited to, material irregularities, chemical damage regardless of origin or type of administration, acts of God, fading, damage results from improper use of Salt-Chlorine Generation Systems, misuse or abuse, accident, improper maintenance, consumer negligence, pool cleaning equipment, scuffing, design alteration, exposure to excessive heat (continuously greater than 84° F) caused by pool covers or heaters, fire, improper assembly or installation or ice damage. *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.*

Fort Wayne Pools will not be responsible for labor charges, cost of replacement water or replacement chemicals, or any other related damage that may occur. Fort Wayne Pools 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 Fort Wayne Pools 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 THEREFORE 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 Fort Wayne Pools or any of its agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty. Fort Wayne Pools, 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.

Fort Wayne Pools
6930 Gettysburg Pike
Fort Wayne, IN 46804
888-MYPOOL2 (888-697-6652)

LB217.09

Rev 12/09 mz

Warranty Registration – Fort Wayne Pools daVinci Vinyl Liner

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 *Fort Wayne Pools* 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

LB217

Fort Wayne Pools daVinci 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 Fort Wayne Pools 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 five years of the date your product is installed, please contact the retail seller of the Fort Wayne Pools 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 three years.
- 2) After the fifth year, the purchaser of the product is responsible for contacting Fort Wayne Pools directly. Our Warranty Service department can be reached at 888-MYPOOL2 (888-697-6652). Simply ask the receptionist for the representatives responsible for warranty claims. Please have available the Fort Wayne Pools 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 Fort Wayne Pools.
- 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 fifth year, Fort Wayne Pools 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) Fort Wayne Pools reserves the right to change its warranty claim filing instructions and procedures from time to time. Please contact your authorized Fort Wayne Pools retailer for the latest instructions that apply to your warranty claim.

Place
Stamp
Here

Fort Wayne Pools
6930 Gettysburg Pike
Fort Wayne, IN 46804