

LATHAM INTERNATIONAL 20 YEAR SAFETY COVER WARRANTY

5-Year Full / 15-Year Prorated, Transferable

Latham International warrants to the original retail purchaser, and to a one time subsequent purchaser to whom this warranty is transferred, that if a *Latham International Safety Cover* swimming pool cover shall fail due to a separation of sewn joints within 20 years from the date of original purchase, and your purchase has been registered within thirty (30) days either by completing, signing and returning the attached warranty card to **Latham International** or through our web site at www.yourpoolwarranty.com, **Latham International** will repair any such defect or supply a new safety cover, freight prepaid by Latham International, Latham, NY. This warranty shall be void unless the attached card or electronic registration has been completed and sent to Latham International within thirty (30) days of original purchase.

During the first five (5) years from the date of original purchase, there shall be no charge to the purchaser for repair or replacement of a defective *Latham International Safety Cover*. Thereafter, the purchaser will be charged fifty percent (50%) of the retail price of the product at the time of replacement or 100% repair cost plus all shipping charges. The purchaser's costs will be based on the length of time from the date of original purchase 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 first year to the end of the fifth year:.....n/c
From the beginning of the sixth year to the end of the twentieth year:.....50%

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

The purchaser must make any claim for warranty coverage as instructed on the reverse side of this warranty. Upon review of such claim, **Latham International** may instruct the purchaser to return the safety cover, freight prepaid, or send photographs of the defective cover, postage prepaid, to **Latham International**, 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 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, or improper assembly or installation.

Latham International shall not be responsible for labor charges or any additional costs from related damage that may occur. **Latham International** 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 after the fifth year of this warranty 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 International** 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 **Latham International** or any of its agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty. **Latham International** 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.

It is the purchaser's responsibility to follow all safety instructions provided with the *Latham International Safety Cover* product and to educate all users of the product as to its safe and proper use. At no time should anyone intentionally walk onto the cover.

Latham Pool Products, Inc.

787 Watervliet Shaker Road
Latham, NY 12110

888-MYPOOL2 (888-697-6652)

LB221.08

Rev. 4/10 MZ

WARRANTY REGISTRATION – *Latham International Safety Cover*

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

_____ PURCHASER'S NAME	_____ POOL MODEL & SIZE	IMPORTANT! PLEASE READ AND SIGN I have received and reviewed the Latham International Owner's Operating and Safety information package.
_____ ADDRESS	_____ STOCK NO.	
_____ CITY, STATE & ZIP	_____ COVER SERIAL NO.	_____ <i>Owner's Signature</i>
_____ PURCHASED FROM	_____ DATE INSTALLED	_____ <i>Date</i>
_____ ADDRESS	INSTALLED BY (check one): <input type="checkbox"/> Dealer <input type="checkbox"/> Consumer Purchase <input type="checkbox"/> Private Installer	

LATHAM INTERNATIONAL SAFETY COVER WARRANTY

HOW TO FILE A CLAIM

All necessary warranty and care information is enclosed with each **Latham International** safety cover. It is the retailer's responsibility to present this information to the purchaser.

It is very important to complete and return the **Latham International** warranty card within the first 30 days following installation of a safety cover. 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 that any type of assistance is needed. Please follow these easy steps when contacting us:

- 1) If any problem should occur within the first five years of the date your product is installed, please contact the retail seller of the *Latham International Safety Cover* swimming pool cover. 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 safety cover was purchased. Instruction will be provided to the seller as to the process by which the product will be repaired or replaced. Please do not contact **Latham International** Warranty Department if the safety cover has been in use less than five years.
- 2) After the fifth year, the purchaser of the product is responsible for contacting **Latham International** directly. Our Warranty Department can be reached at **888-MYPOOL2** (888-697-6652). Simply ask the receptionist for the representative responsible for safety cover warranty claims. Please have available the safety cover 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 white WARNING tag that is sewn to the safety cover. Read and record the serial number prior to contacting **Latham International**.
- 3) A Warranty Service representative will also ask for the claimant's name, address, phone number, product serial number, 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. 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, the replacement cost, if any, is established and payment arrangements are made. Master Card and Visa credit cards are accepted.
- 5) Please note that after the fifth year, **Latham International** 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 International** reserves the right to change its warranty claim filing instructions and procedures from time to time. Please contact your authorized *Latham International Safety Cover* retailer for the latest instructions that apply to your warranty claim.

Place
Stamp
Here

Latham Pool Products, Inc.
787 WATERVLiet SHAKER ROAD
LATHAM, NY 12110