

Latham Pool Products, Inc.

25 YEAR LIMITED ACRYLIC/FIBERGLASS STEP SYSTEM WARRANTY

Latham Pool Products, Inc. warrants to the original retail consumer purchaser for a period of twenty five (25) years that if a Latham Pool Products, Inc. Acrylic/Fiberglass swimming pool step system shall fail due to a manufacturing defect and the Step has been installed in accordance with Latham Pool Products, Inc. instructions, Latham Pool Products, Inc. at its option will repair any such defect, or supply a new step, freight F.O.B. Latham facility. Latham Pool Products, Inc. warrants the Acrylic surface to not split, crack, blister or tear for a period of one (1) year only. Latham Pool Products, Inc. is not responsible for any additional materials and or labor/installation costs associated with the replacement step. Latham reserves the right to substitute similar or like replacement steps/parts as required.

This warranty is subject to the following additional terms and conditions: Latham Acrylic/Fiberglass swimming pool steps are intended for use in residential swimming pools only. If this product should become unusable and/or ineffective because of a problem covered by this warranty, the purchaser must make any claims for warranty coverage as instructed on the reverse side of this warranty. Upon review of such claim, Latham Pool Products, Inc. may instruct the purchaser to return the steps or the defective portion of the steps, or to send photographs of the defective steps to Latham Pool Products, Inc., 787 Watervliet-Shaker Rd., Latham, NY 12110. Purchaser will pay all appropriate shipping charges for the return of the product or portions thereof in accordance with its instructions. Upon inspection of the return/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 fading or discoloration, staining, damage or failure resulting from other causes, including, but not limited to, use of product other than as steps in a residential swimming pool, acts of God, misuse or abuse, chemical damage, damage resulting from improper use of Salt-Chlorine Generation Systems, improper maintenance, accident, consumer negligence, design alteration, fire damage, ice damage, exposure to excessive heat or cold, water loss, or improper installation including, but not limited to, failure to use the specified support system.

Latham Pool Products, Inc. shall not be responsible for labor charges or any additional costs from related damage that may occur. Under no circumstances shall Latham Pool Products, Inc. be responsible for the cost of removal or replacement of the product under warranty, or 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 THEREFORE ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights and you may also have other rights which 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. Your dealer, builder or contractor is an independent business owner and not an employee of Latham Pool Products, Inc. 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. By registering this warranty, you confirm you have read and understand the conditions of this warranty.

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)

Register your warranty at www.yourpoolwarranty.com

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WARRANTY REGISTRATION - ACRYLIC/FIBERGLASS STEP SYSTEM

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

Form with fields for PURCHASER'S NAME, ADDRESS, CITY, STATE & ZIP, POOL MODEL & SIZE, STOCK NO., LINER SERIAL NO., DATE INSTALLED, INSTALLED BY (check one), and Owner's Signature/Date. Includes a list of items received: Safety Letter, NSPI Safety Tips and Information, Swimming Safety Tips Sign, Operating Manual, and "No Diving" Signs and Instructions.

Latham Pool Products, Inc.
SWIMMING POOL ACRYLIC/FIBERGLASS STEP SYSTEM WARRANTY

HOW TO FILE A CLAIM

All necessary warranty and care information is enclosed with each step. It is the retailer's responsibility to present this information to the purchaser. It is very important to complete and return the *Latham Pool Product, Inc.* warranty card within the first 30 days following installation of a new step system. Our web site, www.youpoolwarranty.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 retail seller of the *Latham Pool Products, Inc.* step system. The seller or their designee should assess the product and report their 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 Department toll-free at 888-MYPOOL2 (888-697-6652).
- 2) A Warranty service representative will ask for a claimant's name, address, phone number, and the date the step system 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 require the return of the steps or the defective portion of the steps and/or digital or paper photographs of the area suspected of being defective be sent to *Latham Pool Products, Inc.* In either case, the appropriate mailing address will be provided.
- 3) Upon review, the purchaser will be informed as soon as possible as to the disposition of the claim.
- 4) *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.



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Place
Stamp
Here

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