

LATHAM INTERNATIONAL 20 YEAR LIMITED VINYL LINER WARRANTY

1 YR. FULL 19 YR PRO RATED

Latham International 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 International or through our Web site at www.yourpoolwarranty.com, Latham International 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 International 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 International 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 International may require the purchaser to return the liner or the defective portion of the liner, freight paid, or supply photographic proof of the defect, and 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 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, acts of God, misuse or abuse, improper maintenance, accident, consumer negligence, pool cleaning equipment, scuffing, design alteration, fire, ice, exposure to excessive heat caused by heaters or pool covers, 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. After the one year, 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 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 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 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.

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

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