

# STRUCTURAL POLYMER LIFETIME LIMITED MULTI-FLEX POOL KIT WARRANTY



Kafko Manufacturing Ltd. (KAFKO), warrants to the original consumer purchaser subject to the terms and conditions hereinafter mentioned that the structural polymer panels utilized in each KAFKO POOL sold by it are free from workmanship defects and each vinyl liner sold by it have been sealed, are free from workmanship defects and agrees to repair, or at its option replace, in each case F.O.B. KAFKO's factory each vinyl liner which separates at its seam or seams, and to pay or assume the percentage of the cost of repair or replacement of the defective structural polymer panels or vinyl liner which separates at its seam or seams. For the first year, from date of purchase, we will, at our option, repair or replace at no charge any part that proves to be defective in material or workmanship; labour not included. For the following years we will replace the structural polymer panels or vinyl liner, charging on a pro-rate basis outlined below, should it separate at a sealed seam; labour not included.

The following schedule sets forth the percentage of the retail price in effect at the time of replacement that the original retail consumer purchaser will be charged for replacement or repair. The percentages are based on the length of time you have owned the pool from the date of purchase.

## CHARGES

Within the 1 <sup>st</sup> year from date of sale	0% of current retail price.
Within the 2 <sup>nd</sup> year from date of sale	25% of current retail price.
Within the 3 <sup>rd</sup> year from date of sale	40% of current retail price.
Within the 4 <sup>th</sup> year from date of sale	50% of current retail price.
Within the 5 <sup>th</sup> year and thereafter from date of sale	60% of current retail price.

The terms and conditions mentioned above are as follows:

- a) This warranty is enforceable only by the original consumer purchaser of a KAFKO Foam pool or by a qualified transferee of the original retail purchaser. A qualified transferee shall be the next owner of the real property upon which the KAFKO Structural Foam pool was originally installed who has forwarded to kafko Manufacturing Limited (1231 Kamato Road, Mississauga, Ontario Canada L4W 2M2) a copy of the deed or other instrument of transfer of title indicating the change in ownership within 30 days following the transfer of title. Upon any subsequent sale of the real property where the KAFKO Structural Foam pool was originally installed, this warranty shall terminate immediately.
- b) This warranty shall be void unless the attached warranty registration card is completed, signed, and returned to KAFKO at the address below within ten (10) days of purchase.
- c) KAFKO must be notified in writing within thirty (30) days of the day any defect is first noticed to enable it to verify any claim and then take immediate remedial action.
- d) KAFKO shall not be responsible for damage arising from careless or improper installation or maintenance or caused by negligence, fire, chemicals, cutting or other physical abuse or from acts of God. Only installation made in accordance with instructions of KAFKO shall be considered proper installations.
- e) KAFKO will not be responsible for labour charges, cost of replacement water or replacement chemicals, or any other related damage that may occur.
- f) This warranty is void if the liner is exposed to excessive heat or cold, chemical abuse, or lack of proper chemical maintenance. Chemicals should not be allowed to settle undissolved onto the liner as chemicals can bleach the colour or pattern print. The PH of the pool water must be properly maintained and balanced.
- g) Irregularities in printing, fading, or tile alignment are specifically excluded from this warranty. The materials used in the fabrication of the liner are not produced by KAFKO; therefore any failure due to material defects has to be referred to the manufacturer of the raw materials.
- h) This warranty applies only to liners purchased for private residential use.
- i) Except as in hereinbefore warranted by KAFKO, KAFKO does not warrant products produced by other manufacturers and supplied with a KAFKO pool, and KAFKO expressly denies all liability for defects howsoever arising, and whether resulting from the negligence of KAFKO or otherwise. Other products supplied are subject to warranty given by that manufacturer.
- j) THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY LAW OR PURSUANT TO THE SALE OF GOODS ACT INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY STATUTE AND DIRECT, HOWEVER CAUSED, ARISING OUT OF THE FAILURE OF OR DEFECTS IN PRODUCTS SUPPLIED BY KAFKO AND OF ALL WARRANTIES IMPLIED BY LAW OR PURSUANT TO ANY STATUTE. 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.
- k) This warranty gives you specific legal rights, and you may also have other rights that vary from province to province or from state to state.
- l) If the KAFKO liner should fail during the warranty period as a result of a problem covered by this warranty, the consumer should send a letter to KAFKO identifying the liner, setting forth the date of purchase and specifying the serial number, and describing the nature of the defect. Upon either (1) receipt of the liner at our factory for factory confirmation of the claimed defect or (2) receipt of a cutout of the defective area and a cutout of the serial number at our factory for confirmation of the claimed defect, we will inform the consumer owner as to the disposition of inspection and warranty claim. The consumer purchaser is required to remove the liner or cut-out the area as indicated above, clean and return it to the factory location listed below, freight prepaid. Any new liner shipped to the consumer purchaser shall be shipped on a freight collect basis and any installation costs of the liner shall also be borne by the consumer purchaser.
- m) KAFKO makes no other warranty, express or implied, and any statutory warranties, including implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, are hereby specifically disclaimed and excluded.
- n) No representative of KAFKO, nor any of its agents, distributors, or dealers have any authority to alter in any manner the terms of this warranty and KAFKO is not responsible for any undertaking, representation or warranty made by any other person beyond those expressly set forth in this warranty certificate.
- o) This warranty and agreement expires:
  - (i) Ten (10) days from the date of purchase if the signed registration card is not signed and returned to KAFKO.
  - (ii) Or otherwise provided herein.

KAFKO MANUFACTURING LIMITED  
1231 Kamato Road  
Mississauga, Ontario L4W 2M2

LINER SERIAL NO.:  
MODEL:  
SIZE: