

## **Limited 15-Year Warranty**

Precision Vinyl Corporation (PVC) of Michigan, warrants to the consumer that its vinyl swimming pool liner is free from any defect in material and workmanship under ordinary wear, exposure and sue for a period of 15 years from the date of original purchase.

The terms of the PVC 15-Year Limited Warranty follow:

If the consumer finds a defect in the material or workmanship of consumer's swimming pool liner and if the consumer follows the steps outlined in this Limited 15-Year Warranty, PVC will replace the consumer's swimming pool liner at a reduced retail price. In replacing the liner consumer will pay a percentage of the retail price of the pool liner replacement with consumer's percentage of the cost increasing for each year that consumer owns the pool liner before the defect in material or workmanship becomes apparent. Consumer calculates his share of the retail price of the pool liner replacement under the following formula:

| Year | Consumer pays the below<br>stated percentage<br>of the MFG suggested retail<br>price of the replacement pool liner | Year | Consumer pays the below<br>stated percentage<br>of the retail price of the<br>replacement pool liner |
|------|--|------|--|
| 1    | 0 Percent  | 9    | 80 Percent   |
| 2    | 30 Percent   | 10   | 85 Percent   |
| 3    | 35 Percent   | 11   | 85 Percent   |
| 4    | 40 Percent   | 12   | 85 Percent   |
| 5    | 60 Percent   | . 13 | 85 Percent   |
| 6    | 65 Percent   | 14   | 90 Percent   |
| 7    | 70 Percent   | 15   | 90 Percent   |
| 8    | 75 Percent   |      |  |

This Limited 15-Year Warranty covers defects in workmanship such as a seam opening and defects in materials used in the pool liner. This Limited 15-Year Warranty DOES NOT cover the following:

- (1) Natural wearing of materials due to exposure to the elements.
- (2) Punctures in the pool liner.
- (3) Gradual wearing away of materials by chemical corrosion.
- (4) Trim materials and Decorative Printing on liner.
- (5) Improper installation, such as:
  - (a) installing liner in non-deburred framing.
  - (b) installing pool liner on sand bottom where sand is not round and free from stones, gravel and foreign matter.
  - (c) installing pool liner over or in concrete that is not free of protruding items.
  - (d) misfits as a result of the miscalculation of dimensions submitted with a liner order.
- (6) Improper maintenance of the pool liner such as:
  - (a) adding chlorine in any form directly into the pool without being fully dissolved and adding chlorine when the water is not circulating well.
  - (b) ice movement or shifting out.
  - (c) using or leaving sharp objects in the pool.
  - (d) walking on liner with shoes, or other footwear.
  - (e) using abrasive cleaning pads or cleaning materials on the pool liner.
  - (f) using anything other than fresh potable water in the pool liner.
- (7) Abuse of the pool liner.
- (8) Vandalism.
- (9) Acts of God.

Claim procedure under this Limited 15-Year Warranty is as follows:

If a defect in workmanship or materials appears, consumer should follow these steps:

Step No. 1 - Examine pool to confirm that it is leaking.

For example, if the consumer bought a pool liner, installed it properly, filled it with fresh potable water, and observed that the water level receded at a rapid rate that appeared to be an abnormal water reduction, it is likely the pool liner is leaking.

Step No. 2 - After confirming the suspicion that the pool leaks, consumer should contact the dealer who sold consumer the pool liner. The dealer will inspect the liner and will consult with PVC to determine whether or not the problem with the pool liner is covered under this Limited 15-Year Warranty. If consumer cannot contact or reach his dealer, write or call PVC at the address and number designated on this form.

Step No. 3 - If the dealer and PVC concur that the pool liner is defective due to workmanship or material defects as outlined in this Limited 15-Year Warranty, PVC will replace the installed pool liner upon payment by consumer of consumer's percentage of the retail price as stated in this instrument. PVC will pay the cost of freight to return the defective pool liner to the factory for inspection of the claim.

Any implied warranty of merchantability - this means the swimming pool liner must be fit for the ordinary purpose for which a swimming pool liner is used - is limited to the duration of this Limited 15-Year Warranty.

Consumer has legal remedies available to him should the swimming pool liner be defective and PVC fails to honor the terms of this Warranty. Consumer may be able to seek money damages of other legal or equitable relief in a state court or a federal district court.

The PVC Limited 15-Year Warranty DOES NOT cover consumer's expense of draining the defective pool liner, replacing any lost or new water and/or chemicals, or installing a replacement liner or the repaired pool liner.

If a defect in material or workmanship is observed or occurs prior to, or during the installation of the pool liner, PVC reserves the right to elect to repair the pool liner rather than replace it with a new one.