## LATHAM SPLASH CANADA INGROUND VINYL 25 YEAR LIMITED WARRANTY 3 YR. FULL 22 YR. PRO RATED

Latham Splash Canada warrants to the original retail purchaser, that if a Latham Splash Canada swimming pool liner shall fail due to a separation of a welded seam within twenty five (25) 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 Aham Splash Canada or through our Web site at www.yourpoolwarranty.com, Latham Splash Canada at its option, will repair any such defect or supply a new vinyl liner F.O.B. our plant. This warranty shall be void unless the attached card or electronic registration has been completed and sent to **Latham Splash Canada** within 30 days of installation.

During the first 3 years from the date of installation, there shall be no charge to the purchaser for repair or replacement of a defective **Latham Splash Canada** Vinyl 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 fourth year to the end of the seventh year:
From the beginning of the eighth year to the end of the twelfth year:
From the beginning of the thirteenth year to the end of the twentieth year:
From the beginning of the twenty first year to the end of the twenty fifth year: 50% 75% 90%

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

Latham Splash Canada Vinyl swimming pool liners are intended for use in residential swimming pools only. Upon review of such claim, Latham Splash Canada may require the purchaser to return the liner or the defective portion of the liner, freight prepaid, or supply photographic proof of the defect, and postage prepaid, to Latham Splash Canada, 460 Finley Ave., Ajax, ON L1S 2E3. 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. Fading, damage results from improper use of Salt-Chlorine Generation Systems, acts of God, misuse or abuse, improper maintenance, accident, consumer negligence, pool cleaning equipment, scuffing, design alteration, fire, ice, exposure to excessive heat (continuously greater than 84° F) caused by heaters or pool covers, cold, water loss, or improper assembly or installation. Pools that are not covered in season should be safely uncovered once a day to release excessive chlorine vapor. Excessive chlorine vapor will

Latham Splash Canada shall not be responsible for labor charges or any additional costs from related damage that may occur. Latham Splash Canada 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 as well as any installation costs.

ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO. THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. SOME STATES/PROVINCES 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 Spiash Canada** 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/province to province.

No representative of Latham Splash Canada or any of its agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty. Latham Splash Canada 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 Splash Canada

460 Finley Ave. Ajax, ON L15 2E3 888-MYPOOL2 (888-697-6652)

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WARRANTY REGISTRATION - LATHAM SPLASH CANADA
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 Owner's Operating and Safety information package
ADDRESS	STOCK NO.	which contains.:      Safety Letter     Swimming Safety Tips and Information     Swimming Safety Tips Sign     Operating Manual     Ninyl Swimming Pool Liner-Warranty     No Diving' Signs and Instructions
CITY, STATE/PROV. & ZIP/POSTAL CODE	LINER SERIAL NO.	
PURCHASED FROM	DATE INSTALLED	
	INSTALLED BY (check one):	
ADDRESS	☐ DealerConsumer purchaser☐ Private installer	Owner's Signature Date