

Kayak Pools® Composite Waterwall™

Limited Lifetime Warranty

Kayak Pool Corporation ("Kayak™") warrants to the to the original consumer purchaser ("Purchaser") of this Kayak™ Composite Waterwall™ ("Wall") the following protection subject to the terms and conditions hereinafter mentioned:

For so long as the Purchaser shall own the Wall, Kayak™ will warrant the Wall to be free from defects in material and workmanship. Kayak™ will repair or provide a replacement, at its option, for any such Wall which fails as a result of a manufacturer's defect in accordance with the following schedule and procedures. Proof of date and place of purchase is required to validate this warranty.

The following schedule sets forth the percentage of the retail price, in effect at the time, which the Purchaser will be charged for repair or replacement. The percentages are based on the length of time you have owned the Wall from the date of purchase.

Within the 1st to 3rd year	0% of current retail price
Within the 4th year	30% of current retail price
Within the 5th year	40% of current retail price
Within the 6th year	55% of current retail price
Within the 7th to 10th year	70% of current retail price
From the 11th year on	80% of current retail price

The retail price shall be Kayak's suggested retail price in effect at the time of replacement. Repaired or replaced components will be returned to the Purchaser freight prepaid during the first three years; but at the purchaser's expense thereafter. You must install or pay for installation of the repaired or replacement part.

This warranty shall be void unless the Wall has been installed and maintained according to Kayak™ instructions.

This warranty shall be void if you backfill or bury the Wall.

Our obligation to repair or replace is subject to our inspection and agreement that the cause of damage is due to a manufacturing defect. The Wall must be returned to the factory, clean and dry with the defect clearly marked and packaged so as not to permit damage in transit, and shipped freight prepaid.

All product claims under this Warranty must be returned at the Purchaser's expense to Kayak™ at the address set forth below.

Kayak Pool Corporation
2000 Commerce Parkway
Lancaster, New York 14086

Kayak™ will endeavor to maintain a supply of replacement Walls. Kayak™ reserves the right to make substitutions and shall not be held liable to supply Walls that are out of production or not available. This Warranty will be void if any replacement Wall other than authorized Kayak™ Walls are used for this pool.

KAYAK™ SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGE, BUT NOT LIMITED TO, ANY DAMAGE FOR LOSS OF USE OF POOL OR INJURY TO PERSON OR 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 Kayak™ nor any of its agents, distributors, or dealers has any authority to alter in any manner the terms of the Warranty. Kayak™ is not responsible for any undertaking, representation, or warranty made by any other person beyond those set forth in this Warranty Certificate.