

30 Year Limited Pro Rated Liner Warranty

The Kayak Pool Corporation, warrants to the original consumer purchaser subject to the terms and conditions hereinafter mentioned that 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. KAYAK'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 replace at no charge any part that proves to be defective in material or workmanship; labor not included. For the following years we will replace the Vinyl Liner, charging on a pro-rate basis outlined below, should it separate at a sealed seam; labor not included.

The following schedule sets forth the percentage of the retail price in effect at the time of replacement which 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 liner from the date of purchase.

CHARGES	
Within 1st year from the date of sale	0 per cent of current retail price
Within 2nd year from date of sale	25 per cent of current retail price
Within 3rd year from date of sale	40 per cent of current retail price
Within 4th-5th year from date of sale	55 per cent of current retail price
Within 6th-12th year from date of sale	65 per cent of current retail price
Within 13th-20th year from date of sale	75 per cent of current retail price
Within 21st-30th year from date of sale	85 per cent of current retail price

The terms and conditions mentioned above are as follows:

(a) This warranty shall be void unless the attached warranty registration card is completed, signed, and returned, to Kayak Pools at the address below within ten (10) days of purchase.

(b) KAYAK POOLS must be notified in writing within 30 days of the day any defect is first noticed to enable us to verify any claim and then take immediate remedial action.

(c) KAYAK POOLS 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 strict accordance with instructions of KAYAK POOLS shall be considered proper installation.

(d) KAYAK POOLS will not be responsible for labor charges, cost of replacement water or replacement chemicals, or any other related damage that may occur.

(e) 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 color pattern print. The manufacturer of the row materials.

(f) Irregularities in printing, fading or title alignment are specifically excluded from this warranty, materials used in the fabrication of the liner are not produced by KAYAK POOLS; therefore any failure due to material defects have to be referred to the manufacturer of the row materials. (g) This warranty is enforceable only by the original retail consumer purchaser and applies only to liners purchased for private residential use.

(h) Expect as is hereinbefore warranted by KAYAK POOLS, KAYAK POOLS does not warrant products produced by other manufacturers and supplied with a KAYAK POOLS Liner, and KAYAK POOLS expressly denies all liability for defects however arising, and whether resulting from the negligence of KAYAK POOLS or otherwise. Other products supplied are subject to warranty given by that manufacturer.

(i) 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 KAYAK POOLS 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.

(j) This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

(k) If the Kayak Pools liner should fail during the warranty period as a result of a problem covered by this warranty, the consumer should send a letter to Kayak Pools factory identifying the liner, setting forth the date of purchase and specifying the serial number, and describing the nature of the defect. The factory will provide the consumer with Return Goods Authorization number. (RGA) Upon either (1) receipt of the liner at our factory for factory confirmation of the claimed defect or (2) receipt of a cut-out of the defective area and a cut-out 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.

Consumer purchaser is required to remove liner, or cut-out area as indicated above, clean and return it to one of the factory locations listed below, freight prepaid. The cost of shipping of any new liner shipped to the consumer purchaser shall be paid by the consumer, and any installation costs of the liner shall also be borne by the consumer purchaser.

(l) Kayak Pools 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.

(m) No representative of Kayak Pools, nor any of its agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty and Kayak Pools is not responsible for any undertaking, representation or warranty made by any other person beyond those expressly set forth in this warranty certificate.

(n) This warranty and agreement expires:

(I) 10 days from the date of purchase if the signed registration card is not signed and returned to Kayak Pools (II) or otherwise provided herein (III) the benefit of this warranty is not assignable and shall terminate upon any transfer in the ownership of the subject Kayak Pools.

