

# **30-YEAR LIMITED WARRANTY**

## **THE KAYAK POOL CORPORATION**

Kayak Pool Corporation ("Kayak™") warrants to the original consumer purchaser of this aluminum pool the following protection:

For 30 years after the date of installation of the pool, Kayak™ will warrant all of the aluminum structural components of the primary pool structure to be free from defects in workmanship. Kayak™ will repair or provide a replacement for any such aluminum component which fails as a result of a manufacturer's defect in accordance with the following schedule and procedures. All defective aluminum primary structural components will be repaired or replaced free of charge at the option of Kayak™ during the first five (5) years. After the fifth year, a charge will be made equal to ten (10%) percent of the then suggested retail price for each year after the pool delivery date for the next five (5) years; and then a similar charge of two and one half (2-1/2%) percent per year for the next twenty (20) years. Proof of date and place of purchase is necessary to validate this warranty.

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 year; but at the purchaser's expense thereafter. You must install or pay for installation of the repaired or replacement part.

Our obligation to repair or replace is subject to our inspection and agreement that the cause of damage is due to manufacturing defect. The component must be returned to the factory with the defect clearly marked. The component must be clean and dry, packaged so as not to permit damage in transit, and shipped freight prepaid. All product claims under this Warranty must be returned at the customer's expense to Kayak™ at the address set forth below.

The components are not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weather from the elements.

The Composite Wall, Pool Liner, and all pool equipment and accessories are covered by the warranty issued and provided by the manufacturer of such Wall, Liner, and Equipment and are not covered by this Pool Warranty.

This Warranty will be void if the Pool is not installed, operated, and maintained in accordance with Kayak™ instructions.

Kayak™ will endeavor in good faith to maintain a supply of replacement parts for this pool. Kayak™ reserves the right to make substitutions and shall not be liable to supply parts that are out of production or are unavailable. This Warranty will be void if any replacement parts other than authorized Kayak™ parts and accessories are used for this pool.

**KAYAK™ SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES 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 this Warranty. Kayak™ is not responsible for any undertaking, representation, or warranty made by any other person beyond those expressly set forth in this Warranty Certificate.

Please note Warranty No. Here

### **Kayak Pool Corporation**

**2000 Commerce Parkway • Lancaster, New York 14086**