## GARRETT SWIMMING POOL LINERS TWENTY YEAR LIMITED WARRANTY 3 YEARS NON-PRORATED, 17 YEARS PRORATED

## THE WARRANTY

Each residential, outdoor-installed GARRETT liner is warranted, to the original purchaser, for a period of twenty years against the failure of a seam. If the liner fails due to such a seam defect, we will repair the liner, or give you a new one, at our option. In cases requiring replacement, you may have to pay some portion of the price of the new liner plus the full cost of freight, depending on how long you have used your liner.

## **CLAIM PROCEDURE**

- 1. If during the twenty year period of the warranty the liner fails due to what appears to be a seam defect, you must give notice of such failure within ten days by calling the Consumer Service Department at 800-222-3650, by mail to Consumer Service Department, Garrett Liners, Inc., 295 Lower Morrisville Rd., Fallsington, PA 19054, or by e-mail to csd@garrettliners.com.
- 2. We will evaluate your claim and will either: advise you to clean and return the liner to us so that we may inspect it to determine the cause of failure; or we will send a replacement; or we will repair it at our factory; or we will arrange for in-the-field repairs at your pool. The determination of repair or replacement will be solely at the discretion of GARRETT based upon the results of our evaluation.
- 3. If we request you to return the liner, you will prepay the freight charges. If our inspection shows that the claim is not one covered by this warranty, we will return the liner freight collect.
- 4. If our inspection confirms the alleged defect, then:
  - a) If the liner failed within the first three years of service from the confirmed date of original purchase or installation, repair will be done or a new liner will be furnished at No Charge.
  - b) After the first three years, a prorated charge for a replacement liner will be made. This charge is a percentage of the retail price, at the time the failure is reported to us, as follows:

| <u>Year</u> | <u>Percentage</u> | <u>Year</u> | <u>Percentage</u> |
|-------------|-------------------|-------------|-------------------|
| 1,2,3       | 0%                | 7           | 60%               |
| 4           | 40%               | 8           | 65%               |
| 5           | 50%               | 9           | 70%               |
| 6           | 55%               | 10 thru 20  | 60%<br>65%        |

## **EXCLUSIONS**

Because we have no control over the liner after it leaves our factory, we must exclude liner damage resulting from certain causes from coverage by this warranty, including but not limited to:

- Tears or punctures
- Undue abuse, excessive strain, or improper maintenance
- Draining of pool below normal winterizing levels
- Improper installation, such as installing liner when pool walls or bottom are not smooth
- Installing liner in a pool with dimensions other than those to which the liner was ordered
- Acts of God such as ice damage or failures caused by extreme or excessive temperatures
- Damage caused by:
  - Insects, such as ants or termites, or rodents or other animals
  - Pool cleaning equipment, tools, or toys
  - Any foreign object accidentally or intentionally introduced into the pool
- Natural wearing and fading of decorative trim or printing
- Material discoloration, fading, staining, or improper use of chemicals or Salt-Chlorine Generation systems

As materials used in GARRETT liners are not produced by GARRETT, any irregularities in or problems due to materials are to be referred to the manufacturer of such material. This information can be obtained from us by giving the liner serial number.

We expressly renounce and disclaim any liability for costs of removal or installation of the liner, and the water and chemicals it contains, and any consequential damages resulting from or out of the use of our liner. We will not assume any liability if the pool installation is in violation of local building codes.

This warranty gives you specific legal rights. You may also have implied warranty rights. In the event of a problem with warranty service or performance, you may be able to go to a small claims court, a State court, or a Federal District Court.

The Registration Card should be completed in full and submitted to us within thirty days to assure proper information and minimum delay in processing any claim under this Warranty.

GARRETT LINERS, INC. 295 LOWER MORRISVILLE ROAD FALLSINGTON, PA 19054

| SERIAL NUMBER | PHONE: (80 | 00) 222-3650 |
|---------------|------------|--------------|
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