

COVERTECH ABOVE-GROUND VINYL POOL LINER 10-SEASON LIMITED WARRANTY 1 YEAR FULL - 9 YEARS PRORATED

THIS LIMITED WARRANTY IS NON-TRANSFERABLE AND IS ISSUED TO THE ORIGINAL PURCHASER. IT REPLACES ALL OTHER LIABILITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY LIABILITY OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITATION APPLIES EVEN IF THE REMEDIES OR ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR INTENDED PURPOSE. COVERTECH IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS, LOSS OF TIME, PROFITS, OR ANY INCONVENIENCE. COVERTECH IS NOT LIABLE FOR DAMAGES BASED ON ALLEGED NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY. THIS WARRANTY DOES NOT HAVE ANY THIRD-PARTY BENEFICIARIES.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES/PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU OUR RESPONSIBILITY FOR A DEFECTIVE PRODUCT IS LIMITED AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHAT DOES THIS WARRANTY COVER? This limited warranty covers the seam during the warranty period.

WHAT DOES THIS WARRANTY NOT COVER? In most cases, defects show up almost immediately. Mechanical damages (rips, tears, punctures) of any kind are not covered by this warranty. This warranty does not cover damage due to negligence, improper installation, wind or ice, transportation, storage, improper use, failure to follow the product instructions or to perform any preventative maintenance, modifications, unauthorized repair, improper chemical utilization, or external causes such as accidents, acts of God, or other actions or events beyond manufacturer's reasonable control. Irregularities in printing, fading or damage resulting from acts of others, including improper handling and storage are specifically excluded. The warranty is void against shrinkage if pool is emptied; pool should be cleaned with proper filtration and chemicals.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY? We agree, in our sole discretion, to either repair or replace the liner covered by this limited warranty.

HOW TO OBTAIN WARRANTY SERVICE? To obtain warranty service, you will need to provide us with your contact information, a copy of your purchase receipt, and digital pictures of the seam separation to our email address "info@covertechind.com". We will contact you with further instructions.

THE CLAIMANT MUST PAY THE SPECIFIED PERCENTAGE OF THE RETAIL PRICE AT THE TIME OF THE CLAIM FOR LINER REPLACEMENT. FREIGHT AND APPLICABLE TAXES ARE EXTRA.

This limited warranty starts on the date of purchase. Your receipt is your proof of purchase. The warranty period terminate on replacement of the product. If a defect is covered by this limited warranty, we will replace the product upon receipt from you of payment based upon a percentage of the list selling price according to the following schedule:

- Season 1 - No Charge
- From the beginning of the second season to the end of the fifth season: 50%
- From the beginning of the Six season to the end of the tenth season: 75

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF POOL OR INJURY TO PERSONS OR PROPERTY.

**REGISTER WARRANTY ONLINE WITHIN 10 DAYS OF PURCHASE AT
WWW.COVERTECHIND.COM**

IMPORTANT: This swimming pool does not have sufficient depth for diving. DO NOT DIVE. Do not allow others to dive into this swimming pool. Diving is dangerous. Prevent accidents by prohibiting horseplay and unnecessary roughness in the pool or the pool area.



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