



ELEMENTS OF DESIGN EXTENDED SERVICE CONTRACT



1. The Extended Service Contract will apply to all in-ground liners purchased from the effective contract date. Contract will renew automatically each year unless either party notifies each other in writing. Contract price is subject to price increases as deemed necessary with 30 day minimum notification.
2. All expenses submitted for reimbursement must be accompanied by an Extended Service Contract Claim Form. This Form must be supported by proper receipts and/or invoices from applicable entities performing labor or providing material. Claim and receipts must not exceed the coverage amount.

The Extended Service Contract applies to:

- a) *In-ground liners found to be defective under the terms of Elements of Design 'Limited Warranty for Residential Swimming Pool Liners'*
- b) *In-ground liners with fabrication mistake or shop/clerical error only when original order is submitted in writing on a Elements of Design Order Form. Verbal orders will not be accepted.*

Acceptable expenses eligible for reimbursement:

- *Labor to remove defective liner*
- *Labor to install new liner*
- *Materials needed to prepare pool bottom for new liner installation*
- *Water to fill pool*
- *Chemicals to balance new pool water*
- *Freight charges for new liner*

LINER EXTENDED SERVICE CONTRACT OPTIONS

Item # VWESCS	SILVER "Extended Service Contract" - \$40.00 NET FEE provides up to \$1000.00 in expenses within 3 years of purchase.	_____ <i>Initial here</i>
Item # VWESCG	GOLD "Extended Service Contract" - \$60.00 NET FEE provides up to \$1500.00 in expenses within 5 years of purchase.	_____ <i>Initial here</i>

LINER FABRICATION ERROR REIMBURSEMENT (Limited)

Detectable and Concealed

1) Detectable Error

If a liner is made incorrectly due to a fabrication, shop or clerical error by Elements of Design and is detectable prior to installation, reimbursement is covered under "Liner Fabrication Detectable Error". *Example: Vinyl stair ordered in 'Left' position and box/packing slip indicates 'Right' position. STOP- DO NOT INSTALL.*

» What You Can Expect

If considered a 'Detectable Error', a \$250.00 credit will be issued immediately. No claim form, freight bills or expense documentation are required and will not be accepted.

Continue -->

2) Concealed Error

If a liner is made incorrectly due to fabrication, shop or clerical error by Elements of Design and is only detectable while attempting to install liner, reimbursement is covered under same provisions as 'Liner Defect Reimbursement'.

Example: Liner ordered in 6' depth, box/packing slip indicates 6' depth but liner fabricated in 8' depth.

» What You Can Expect

If considered a 'Concealed Error', it will be treated as a 'Defect' and would be eligible for expense reimbursement.

Dealer Responsibilities:

- » Order must be submitted in writing using Elements of Design Order Form.
- » Confirm liner received is consistent with order placed.
- » If information on box/packing slip is incorrect vs. order sent, STOP- DO NOT INSTALL.

Always check for accuracy: the liner pattern, mil; stair, cuddle cove, bench color or location; and dig dimensions or any applicable information. Inspection is your responsibility regardless of who receives the liner into your inventory. New or untrained personnel or subcontractor does not waive this responsibility.

Terms & Conditions:

1. *Extended Service Warranty is effective only on A) in-ground liners installed in a consumer's pool that is found to be defective under the terms of the Elements of Design Warranty. A defect is defined as a seam de-lamination caused by an improper sealing of the seams. B) A mistake in fabrication; or a shop or clerical error recognized to be the fault of the Elements of Design and original order was submitted in writing on Elements of Design order form.*
2. *Claim must be submitted within 90 days of replacement installation, using LinerGuard claim form.*
3. *Contract price will be charged to each liner invoice as a separate line item as a NET figure. (Not discountable)*
4. *All liner specifications such as color/pattern, mil, dimensions, stair/bench location are the dealer's responsibility to confirm as ordered before installing the vinyl liner.*
5. *Acceptable expenses eligible for reimbursement exclude any repairs to pool walls, structure and coping.*
6. *Elements of Design retains the right to determine what is a fair and customary fee for work performed and materials provided in replacing defective liner.*
7. *All Elements of Design liners are packaged with an Owners Manual and Warranty. Failure to comply with installation instruction, proper care or warranty terms voids this contract.*
8. *Dealer agrees to deliver Owners Manual supplied in liner box to retail consumer.*
9. *If a liner is replaced under the terms of this contract, a new "Extended Service Contract" is required for the new liner.*
10. *This contract is non-transferable and is enforceable only by the original contract dealer signee listed below.*
11. *The "Time of Purchase" is defined as the invoice date.*
12. *Reimbursement will be applied as a credit to dealer account.*

DEALER INFORMATION

ELEMENTS OF DESIGN

Company Name: _____

Rep. Name: _____

City, State, Zip: _____

Rep. Signature: _____

Principals Name: _____

Date: _____

Principals Signature: _____

Date: _____

Contact Name: _____

Contact Email: _____



EXTENDED SERVICE CONTRACT CLAIM FORM



Date: _____

Dealer Information

Company Name: _____ Customer #: _____

City/State/Zip: _____

Contact Person: _____

Phone #: _____

E-mail: _____

Retail Consumer Information

Job Name: _____

Expense Information

Labor to Remove and Install: \$ _____ (Total of attached Receipts)

Water to Fill: \$ _____ (Total of attached Receipts)

Materials to Prepare Bottom: \$ _____ (Total of attached Receipts)

Freight: \$ _____ (Total of attached Receipts)

Chemicals: \$ _____ (Total of attached Receipts)

Miscellaneous: \$ _____ (Total of attached Receipts)

Total: \$ _____ (Total of attached Receipts)

Liner Information

Original Invoice #: _____

Liner Serial/Production #: _____

Credit Invoice #: _____

Extended Service Contract Applicable

Gold Silver

Authorization: _____ Date: _____

Submission: Claim Form and all applicable documentation and receipts must be submitted within 90 days of replacement installation.

Send To:

Elements of Design
Corporate Services/Warranty Dept.
33 Wade Rd.
Latham, NY 12110



EXTENDED EXPENSE & LABOR PROTECTION PLAN WITH ENHANCED PRODUCT WARRANTY



Liner Guard is a cooperative effort between participating dealers and Elements of Design. This Protection Plan offers years of security to cover the possibility that your retail customers' Elements of Design liner needs replacing due to a warranty-covered defect.

The program allows you to sell this extra value to retail customers at a profit or simply include it in the contract price – helping to garner sales. It's protection for your company that you can pass on to retail customers. The choice is yours on how this plan works for you!

Simply by using extended labor and expense protection from you, plus an enhanced product warranty from Elements of Design as incentive, we foresee success offering 'security' as an added feature to entice the consumer to do business with your company. This incentive will help separate Liner Guard protected companies from the competition both on new pool sales and replacement liner jobs.

With Liner Guard, you will be able to offer labor and expense protection for up to 5 years and an enhanced liner product warranty up to 20 years prorated with the first 5 years covered in full.

We offer 2 Levels of available  coverage (**Gold** and **Silver**) that are purchased from us after filling out and signing **Elements of Design Extended Service Contract**.

- **Gold Extended Service Contract** offers up to \$1500.00 of eligible reimbursement.
- **Silver Extended Service Contract** offers up to \$1000.00 of eligible reimbursement.

**See Contract for complete details.*

Note: If you are currently signed up for this Protection Plan and would like to switch to a different level, you are required to fill out a new contract and also notify us in writing of your intentions to cancel the existing signed contract.

If you choose to offer this Extended Labor Protection Plan in your retail sales contract, it is highly suggested that you consult with an attorney to formulate the correct language and any necessary disclaimers needed for your company.

Elements of Design Warranty Department



SPECIAL LINER REPLACEMENT PROCEDURES



In an effort to improve quality, process, and standards, Elements of Design will be instituting a liner replacement protocol. Our primary goal is to improve both the quality of products and satisfaction of our mutually shared Retail Customers; at the same time preserving the reputation and relationship we share with our partners, the Pool Professionals. Installing and manufacturing multiple liners hurts all parties involved, both in time, treasure, and reputation, so getting the second liner correct is crucial.

When reporting a special liner fit issue, a second liner will not be manufactured until all manufacturing and installation issues are thoroughly investigated. Examining all possibilities for why the first liner did not fit will be standard procedure. Establishing the necessary changes needed to put the replacement liner into production is essential to authorizing remanufacturing. Outlined below is the systematic approach that will be used to investigate what changes need to be made so the replacement liner will fit and be scheduled for manufacturing.

1. Upon identification of issue, call or email Elements of Design Corporate Services Department with the liner order number, job name, and liner serial lot number. Explain the problem with liner fit. ***Ideally this process will begin with a jobsite call happening in real time when liner fit issue is identified, which will result in the most expedited services.***
2. Provide Elements of Design with pictures showing the liner installed in the pool with the vacuum turned on and detailing problem area or areas. (If the pool is filled with water, take pictures showing this.)
3. After reviewing all of the information that we have, ***a Manager or Department Head will call you directly and explain*** what Elements of Design needs so we can figure out what is causing the fit issues with this liner.
4. It may require that the pool be remeasured using our On-Point/Pool Measure Pro App or doing an A/B measurement procedure using the paper-based method. If the issues are in a Stair, Sundeck, Bench or Cuddle Cove, completely new measurements will be needed. We must confirm that these products have been installed square, level, and with the correct finished dimensions as required for proper liner fit. We may send CAD drawings made for these products without any measurements on them, just blank spots indicating what we need measured. ***If deemed necessary, it may be required to report from the jobsite, so Elements of Design can instruct the dealer on gathering the information needed for a proper fit. This will not be an option. (When required, pictures and/or videos can be sent via Text, FaceTime or Email.)***
5. Liner Warranties and/or Liner Guard Extended Protection Claim Reimbursements will be conditional on the participation and results of this new procedure.

If you have any questions regarding these procedures, please let us know.

We thank you in advance for your cooperation.



5/20 Limited Warranty

Inground Residential Swimming Pool Liners

Elements of Design
Corporate Services/Warranty Dept.
33 Wade Rd., Latham, NY 12110

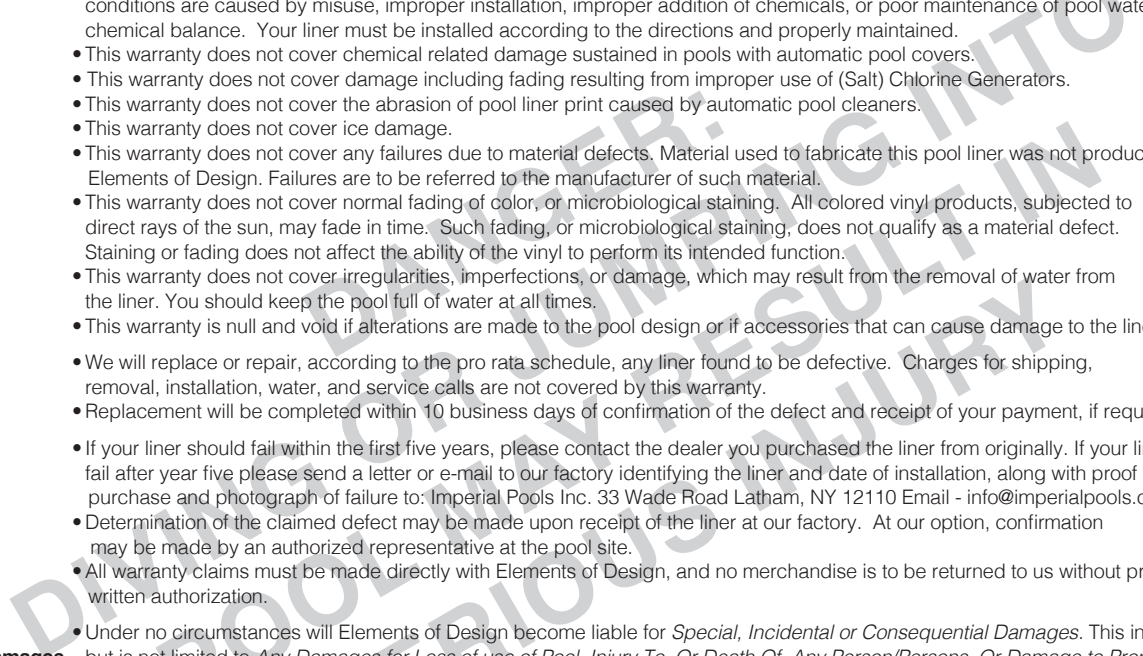


GOLD LEVEL

- Date Warranty Begins**
- The warranty begins on the date of installation.
 - This product is warranted by Elements of Design to the original purchaser only against failure resulting from workmanship in welding seams and edges for Twenty (20) years, with the replacement cost to be prorated after the fifth (5th) year.
- What is Covered**
- This warranty applies only to liners purchased for private residential use.
 - The pro rata replacement schedule are the following percentages of the fabricator's current suggested list price. The percentages are based on the length of time you have owned your liner measured from the date of installation:

Within 5 years.....No Charge	After 6 years 60%	8-20 years80%
After 5 years50%	After 7 years 70%	
- What is Not Covered**
- This warranty does not cover damage caused by shipping, mishandling, faulty installation, improper acts of others, or acts of God.
 - This warranty specifically excludes holes, cuts, tears along seams, bleaching, and wrinkles, which develop over time. These conditions are caused by misuse, improper installation, improper addition of chemicals, or poor maintenance of pool water chemical balance. Your liner must be installed according to the directions and properly maintained.
 - This warranty does not cover chemical related damage sustained in pools with automatic pool covers.
 - This warranty does not cover damage including fading resulting from improper use of (Salt) Chlorine Generators.
 - This warranty does not cover the abrasion of pool liner print caused by automatic pool cleaners.
 - This warranty does not cover ice damage.
 - This warranty does not cover any failures due to material defects. Material used to fabricate this pool liner was not produced by Elements of Design. Failures are to be referred to the manufacturer of such material.
 - This warranty does not cover normal fading of color, or microbiological staining. All colored vinyl products, subjected to direct rays of the sun, may fade in time. Such fading, or microbiological staining, does not qualify as a material defect. Staining or fading does not affect the ability of the vinyl to perform its intended function.
 - This warranty does not cover irregularities, imperfections, or damage, which may result from the removal of water from the liner. You should keep the pool full of water at all times.
 - This warranty is null and void if alterations are made to the pool design or if accessories that can cause damage to the liner are used.
- What We Will Do For You**
- We will replace or repair, according to the pro rata schedule, any liner found to be defective. Charges for shipping, removal, installation, water, and service calls are not covered by this warranty.
 - Replacement will be completed within 10 business days of confirmation of the defect and receipt of your payment, if required.
- How To Obtain Warranty Service**
- If your liner should fail within the first five years, please contact the dealer you purchased the liner from originally. If your liner should fail after year five please send a letter or e-mail to our factory identifying the liner and date of installation, along with proof of purchase and photograph of failure to: Imperial Pools Inc. 33 Wade Road Latham, NY 12110 Email - info@imperialpools.com
 - Determination of the claimed defect may be made upon receipt of the liner at our factory. At our option, confirmation may be made by an authorized representative at the pool site.
 - All warranty claims must be made directly with Elements of Design, and no merchandise is to be returned to us without prior written authorization.
- Disclaimer of Consequential Damages**
- Under no circumstances will Elements of Design become liable for *Special, Incidental or Consequential Damages*. This includes but is not limited to *Any Damages for Loss of use of Pool, Injury To, Or Death Of, Any Person/Persons, Or Damage to Property. Any Claims Therefore are Hereby Specifically Disclaimed and Excluded.* Some states do not allow the exclusion of special, incidental or consequential damages, so this above limitation may not apply to you.
- Limitations of Warranties**
- This warranty shall be unenforceable if you are in default under the terms of any agreement executed in connection with the purchase or installation of this liner.
 - This warranty is intended to be in lieu of any and all warranties expressed or implied. It is a complete statement of our obligation.
 - No agent or dealer or other individual is authorized to change this warranty and any such change will not be recognized by Elements of Design.
 - This warranty gives you specific legal rights. You also have implied warranty rights, and may have other rights which vary from state to state. In the event of a problem with warranty service or performance, you may be able to go to small claims court, state court, or federal court.
 - This warranty is in compliance with the Consumer Product Warranty and Federal Trade Commission Improvement Act.

Serial Lot No. _____



ELEMENTS OF DESIGN INGROUND RESIDENTIAL SWIMMING POOL LINER WARRANTY REGISTRATION

To The Purchaser: Please complete this form, detach and mail with proper postage within 30 days after installation. Unless this registration is completed and returned within this period, the liner will not be subject to warranty.

I HAVE RECEIVED AND REVIEWED THE SAFETY INFORMATION PROVIDED:

- | | | |
|--|---|---------------------------------------|
| <i>Pool Owners Manual</i> | <i>"The Sensible Way To Enjoy Your Inground Swimming Pool" Booklet</i> | <i>"Layers of Protection" Booklet</i> |
| <i>"Children Aren't Waterproof" Pamphlet</i> | <i>"Pool And Spa Emergency Procedures for Infants and Children" Booklet</i> | <i>"No Diving" Labels</i> |
| <i>"Safety" Sign</i> | <i>"Plan Your Dive, Steer Up" Pamphlet *</i> | <i>"Warning" Label *</i> |

Owner's Name _____ Date of Installation _____
 Address _____ Purchased From _____
 City _____ State _____ Zip Code _____
 Owner's Signature _____ Installed By _____

****Register your warranty online by going to mypoollinerregistration.com**

Serial Lot No. _____

*Only given with pools approved for use with manufactured diving equipment, per ANSI/APSP/ICC-5 2011 Standard for Residential Inground Swimming Pools



3/20 Limited Warranty

Inground Residential Swimming Pool Liners

Elements of Design
Corporate Services/Warranty Dept.
33 Wade Rd., Latham, NY 12110



SILVER LEVEL

Date Warranty Begins

- The warranty begins on the date of installation.
- This product is warranted by Elements of Design to the original purchaser only against failure resulting from workmanship in welding seams and edges for Twenty (20) years, with the replacement cost to be prorated after the third (3rd) year.

What is Covered

- This warranty applies only to liners purchased for private residential use.
- The pro rata replacement schedule are the following percentages of the fabricator's current suggested list price. The percentages are based on the length of time you have owned your liner measured from the date of installation:

Within 3 yearsNo Charge	After 5 years 50%	After 7 years70%
After 3 years30%	After 6 years 60%	8-20 years80%
After 4 years40%		

What is Not Covered

- This warranty does not cover damage caused by shipping, mishandling, faulty installation, improper acts of others, or acts of God.
- This warranty specifically excludes holes, cuts, tears along seams, bleaching, and wrinkles, which develop over time. These conditions are caused by misuse, improper installation, improper addition of chemicals, or poor maintenance of pool water chemical balance. Your liner must be installed according to the directions and properly maintained.
- This warranty does not cover chemical related damage sustained in pools with automatic pool covers.
- This warranty does not cover damage including fading resulting from improper use of (Salt) Chlorine Generators.
- This warranty does not cover the abrasion of pool liner print caused by automatic pool cleaners.
- This warranty does not cover ice damage.
- This warranty does not cover any failures due to material defects. Material used to fabricate this pool liner was not produced by Elements of Design. Failures are to be referred to the manufacturer of such material.
- This warranty does not cover normal fading of color, or microbiological staining. All colored vinyl products, subjected to direct rays of the sun, may fade in time. Such fading, or microbiological staining, does not qualify as a material defect. Staining or fading does not affect the ability of the vinyl to perform its intended function.
- This warranty does not cover irregularities, imperfections, or damage, which may result from the removal of water from the liner. You should keep the pool full of water at all times.
- This warranty is null and void if alterations are made to the pool design or if accessories that can cause damage to the liner are used.

What We Will Do For You

- We will replace or repair, according to the pro rata schedule, any liner found to be defective. Charges for shipping, removal, installation, water, and service calls are not covered by this warranty.
- Replacement will be completed within 10 business days of confirmation of the defect and receipt of your payment, if required.

How To Obtain Warranty Service

- If your liner should fail within the first three years, please contact the dealer you purchased the liner from originally. If your liner should fail after year three please send a letter or e-mail to our factory identifying the liner and date of installation, along with proof of purchase and photograph of failure to: Imperial Pools Inc. 33 Wade Road Latham, NY 12110 Email - info@imperialpools.com
- Determination of the claimed defect may be made upon receipt of the liner at our factory. At our option, confirmation may be made by an authorized representative at the pool site.
- All warranty claims must be made directly with Elements of Design, and no merchandise is to be returned to us without prior written authorization.

Disclaimer of Consequential Damages

- Under no circumstances will Elements of Design become liable for *Special, Incidental or Consequential Damages*. This includes but is not limited to *Any Damages for Loss of use of Pool, Injury To, Or Death Of, Any Person/Persons, Or Damage to Property. Any Claims Therefore are Hereby Specifically Disclaimed and Excluded.* Some states do not allow the exclusion of special, incidental or consequential damages, so this above limitation may not apply to you.

Limitations of Warranties

- This warranty shall be unenforceable if you are in default under the terms of any agreement executed in connection with the purchase or installation of this liner.
- This warranty is intended to be in lieu of any and all warranties expressed or implied. It is a complete statement of our obligation.
- No agent or dealer or other individual is authorized to change this warranty and any such change will not be recognized by Elements of Design.
- This warranty gives you specific legal rights. You also have implied warranty rights, and may have other rights which vary from state to state. In the event of a problem with warranty service or performance, you may be able to go to small claims court, state court, or federal court.
- This warranty is in compliance with the Consumer Product Warranty and Federal Trade Commission Improvement Act.

Serial Production No. _____

ELEMENTS OF DESIGN INGROUND RESIDENTIAL SWIMMING POOL LINER WARRANTY REGISTRATION

To The Purchaser: Please complete this form, detach and mail with proper postage within 30 days after installation. Unless this registration is completed and returned within this period, the liner will not be subject to warranty.

I HAVE RECEIVED AND REVIEWED THE SAFETY INFORMATION PROVIDED:

- | | | |
|---------------------------------------|--|--------------------------------|
| Pool Owners Manual | "The Sensible Way To Enjoy Your Inground Swimming Pool" Booklet | "Layers of Protection" Booklet |
| "Children Aren't Waterproof" Pamphlet | "Pool And Spa Emergency Procedures for Infants and Children" Booklet | "No Diving" Labels |
| "Safety" Sign | "Plan Your Dive, Steer Up" Pamphlet * | "Warning" Label * |

Owner's Name _____ Date of Installation _____
 Address _____ Purchased From _____
 City _____ State _____ Zip Code _____
 Owner's Signature _____ Installed By _____

****Register your warranty online by going to mypoollinerregistration.com**

Serial Production No. _____

*Only given with pools approved for use with manufactured diving equipment, per ANSI/APSP/ICC-5 2011 Standard for Residential Inground Swimming Pools

