Extended Expense & Labor Protection and Enhanced Product Warranty

Code: 25137EOD
ELEMENTS OF DESIGN
EXTENDED SERVICE CONTRACT CLAIM FORM

Dealer Information:
Dealer Name/Number: ____________________________
City/State/Zip: ____________________________
Date of Claim: ____________________________
Contact Name: ____________________________
Contact Phone & E-mail: ____________________________

Retail Consumer Information:
Name: ____________________________
Address: ____________________________
City/State/Zip: ____________________________

Liner Information:
Original Invoice #: ____________________________ Date: ______
Liner Serial #: ____________________________
Credit Invoice #: ____________________________ Date: ______
Collection: □ Venetian □ Parisian

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)
Total: $ ____________ (Total of attached Receipts)

Extended Service Contract Applicable: □ Gold □ Silver □ Bronze

Submission:
Send this Claim Form and all applicable documentation to the nearest Imperial Pools Distribution Center. All receipts and claims must be submitted within 90 days of the replacement installation.

Warranty Department Authorization: ____________________________ Date: ______
Dear Valued Dealer,

As part of the growing need to be innovative to secure more market share and sales in the highly competitive swimming pool business, we introduce Liner Guard.

Liner Guard is a cooperative effort between participating dealers and Elements of Design Program to offer years of security to cover the possibility that your retail customer liner needs replacing due to a warranty defect.

In an effort to obtain more liner replacement business, the need to separate from the competition has never been more prevalent. Certainly beautiful patterns and exceptional quality help, but every company touts this in their own approach to the market.

Using extended labor and expense protection from you as inducement, we foresee success offering ‘security’ as an added feature to entice the consumer to do business with you.

With Liner Guard, you will be able to offer labor and expense protection for up to 5 years in addition to liner product warranties up to 25 years prorated with the first 5 years full.

The program allows you to ‘sell’ the extra value to the retail customer at a profit. Offer separately, include in the contract price (add the cost into your bill of materials of replacing the liner) or use as ‘closer’ to garner the sale. The choice is yours.

We are offering 3 Levels of coverage (Gold, Silver & Bronze) that you purchase from us and in turn, offer to the retail consumer.

You offer protection on labor and expenses. We offer a better full warranty period. This joint effort will make the program a success. This is all accomplished after you enroll in the program with the confidence to promote the benefits.

If sold on the retail level, you can earn up to a 50% gross margin and get reimbursed from corporate services for expenses to replace a defective liner up to $1500.00.

It is protection for you that you pass on to the retail customer.

As with any legitimate program, there is protocol to follow to ensure a smooth launch. Please see details in the attached Liner Guard program explanation. We have included several documents to make this run efficiently, from a Marketing Sheet to an Extended Labor Agreement for you to use as a template.

As always, the Extended Labor Agreement is suggestive only and should be used only as a basis to create your own retail contract. Please see your attorney to formulate the correct language and necessary disclaimers needed for your company.

Thank you for your interest in the Elements of Design, Liner Guard Program.

Sincerely,

Elements of Design Management
Take advantage of this extraordinary offer. Get extended labor/expense protection and full product warranty on your new liner purchase.

Extended Expense & Labor Protection and Enhanced Full Product Warranty

Choose from the following choices:

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>MSRP</th>
<th>COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bronze</td>
<td>$39.95</td>
<td>Provides expense coverage including labor to replace the defective liner within 1 year of purchase and a Liner Prorated Warranty with 1st year full coverage.</td>
</tr>
<tr>
<td>Silver</td>
<td>$69.95</td>
<td>Provides expense coverage including labor to replace the defective liner within 3 years of purchase and a Liner Prorated Warranty with first 3 years of full coverage.</td>
</tr>
<tr>
<td>Gold</td>
<td>$99.95</td>
<td>Provides expense coverage including labor to replace the defective liner within 5 years of purchase and a Liner Prorated Warranty with first 5 years of full coverage.</td>
</tr>
</tbody>
</table>

Liner Guard is a cooperative effort between the authorized installation dealer and the Elements of Design Program.

Authorized dealer provides labor and expense protection for respective Level chosen and Elements of Design Program provides the enhanced full warranty coverage on the product.

For details and specific coverage please see:

- Authorized Dealer ‘Extended Labor Agreement’ for the labor and expense portion
- Document for Elements of Design Program Enhanced Liner Full Warranty Coverage for Residential Swimming Pool Liner for product portion

Note: The Elements of Design Program and authorized dealer are separate entities and have separate and distinct responsibilities/liabilities within the framework of the Liner Guard Program. Neither entity is responsible for each other’s portion. The Elements of Design offers product warranty only and is not responsible for any labor expenses or labor agreement expressed or implied to retail homeowner. Authorized dealer offers a labor agreement and is not responsible for any product warranty to retail homeowner.
THE ELEMENTS OF DESIGN PROGRAM
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 part notifies each other in writing. Contract levels are subject to price increases as deemed necessary with 30 day minimum notification.

2. Dealer may change to a different Level in writing only, by submitting a new contract. However, changing levels order by order is not permitted.

   The Extended Service Contract applies to:
   a) In-ground liners found to be defective under the terms of The Elements of Design collections respective ‘Limited Warranty for Swimming Pool Liners’
   b) In-ground liners with fabrication mistake or shop/clerical error only when original order is submitted in writing. 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

3. 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.

   LINER DEFECT REIMBURSEMENT OPTIONS
   Extended Service Contract Options:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Brand</th>
<th>Description</th>
<th>Initial Coverage</th>
<th>Initial Here</th>
</tr>
</thead>
<tbody>
<tr>
<td>VESCB</td>
<td>Venetian Bronze “Extended Service Contract”</td>
<td>$15.00 NET FEE provides up to $500.00 in “Expenses” within 1 year of purchase:</td>
<td>Initial Here</td>
<td></td>
</tr>
<tr>
<td>PESCB</td>
<td>Parisian Bronze “Extended Service Contract”</td>
<td>$15.00 NET FEE provides up to $500.00 in “Expenses” within 1 year of purchase:</td>
<td>Initial Here</td>
<td></td>
</tr>
<tr>
<td>VESCS</td>
<td>Venetian Silver “Extended Service Contract”</td>
<td>$30.00 NET FEE provides up to $1000.00 in “Expenses” within 3 years of purchase:</td>
<td>Initial Here</td>
<td></td>
</tr>
<tr>
<td>PESCS</td>
<td>Parisian Silver “Extended Service Contract”</td>
<td>$30.00 NET FEE provides up to $1000.00 in “Expenses” within 3 years of purchase:</td>
<td>Initial Here</td>
<td></td>
</tr>
<tr>
<td>VESCG</td>
<td>Venetian Gold “Extended Service Contract”</td>
<td>$50.00 NET FEE provides up to $1500.00 in “Expenses” within 5 years of purchase:</td>
<td>Initial Here</td>
<td></td>
</tr>
<tr>
<td>PESCG</td>
<td>Parisian Gold “Extended Service Contract”</td>
<td>$50.00 NET FEE provides up to $1500.00 in “Expenses” within 5 years of purchase:</td>
<td>Initial Here</td>
<td></td>
</tr>
</tbody>
</table>

   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 The Elements of Design manufacturer 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 The Elements of Design manufacturer and is only detectable while attempting to install the liner, reimbursement is covered under the 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 in accordance with Contract Level chosen.

Dealer Responsibilities:
» Purchase Order must be submitted in writing using Elements of Design Order Form.
» Confirm the liner received is consistent with Purchase Order.
» If information on box/packing slip is incorrect vs. P.O. sent, STOP- DO NOT INSTALL.

Always check for accuracy, the liner pattern; stair, cuddle cove, bench color or location; and dig dimensions or any applicable info. Inspection is your responsibility regardless of who receives the liner into your inventory. New or untrained personnel or a 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 Program Manufacturers 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 an Elements of Design Program manufacturer and original order was submitted in writing.
2. Claim must be submitted within 90 days of replacement installation.
3. Contract level amount 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. The Elements of Design Program 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.
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

Company Name: ____________________________

City, State, Zip: __________________________

Principals Name: _________________________

Principals Signature: ______________________

Date: ______________

Contact Name: ____________________________

Contact E-mail: __________________________

IMPERIAL POOLS DISTRIBUTION

Rep. Name: ____________________________

Rep. Signature: _________________________

Contract Level: _________________________

Date: ______________
Extended Labor Agreement

OBLIGATION

In the event that the original installed in-ground vinyl liner has a defect due to a ‘seam separation’ as defined by manufacturers warranty, ________________ agrees to provide labor and limited related expenses free of charge for a period of 5 years from date of installation as per Gold Level of Liner Guard Program to the original retail purchaser of the in-ground vinyl liner.

The agreement is subject to the following terms and conditions:

* This agreement is enforceable by the original retail purchaser only. If a repair or replacement is required, you must notify ________________ in writing. Our retail headquarters are located at ________________, in ________________. All notifications and correspondence must be directed to this location.

* The cost of labor incurred in the repair or replacement of liner shall be limited to the actual repair and replacement of the liner and specific related expenses.

  > The specific related expenses are:

  Removal of water and subsequent refilling, labor to remove defective liner and installation of the new liner, chemicals to balance new water, freight charges to have the new liner delivered to job site and repair of pool base if necessary. Specific expenses do not include repair to pool walls or coping.

* If under the terms of the agreement, the liner replacement is deemed necessary and carried out, then this agreement shall terminate upon completion of installation of new liner. A new Extended Labor Agreement would be required to protect the new liner.

* This Extended Labor Agreement can only be purchased at the time the liner is ordered and/or prior to shipment from manufacturer.

* This agreement is not your liner warranty. See manufacturers liner warranty for details on product warranty.

Limitations of Agreement

> This agreement shall be unenforceable if retail purchaser is in default under the terms of any agreement executed in connection with your in-ground vinyl liner pool.
> This agreement is intended to be in lieu of any and all agreements expressed or implied. It is a complete statement of our obligation. No other individual or agent is authorized to change this agreement and any change will not be recognized.
> This agreement gives you specific rights. You also have implied rights, and may have other rights that vary. In the event of a problem with labor performance, you may be able to go to small claims court, state court or federal court.

Dealer Name ___________________________ Retail Consumer Name ___________________________
Address ______________________________ Address ______________________________
City, State, Zip _________________________ City, State, Zip __________________________
Signature ______________________________ Signature ______________________________
Date ________________________________ Date ________________________________
Elements of Design Inground Residential Swimming Pool Liners

Date Warranty Begins
• The warranty begins on the date of installation.
• This product is warranted by the Elements of Design liner manufacturer to the original purchaser only against failure resulting from defective material and workmanship in welding seams and edges, 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:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 1 year</td>
<td>No Charge</td>
</tr>
<tr>
<td>Within 2 years</td>
<td>No Charge</td>
</tr>
<tr>
<td>Within 3 years</td>
<td>No Charge</td>
</tr>
<tr>
<td>Within 4 years</td>
<td>No Charge</td>
</tr>
<tr>
<td>Within 5 years</td>
<td>No Charge</td>
</tr>
<tr>
<td>After 5 years</td>
<td>Refer to Elements of Design manufacturer warranty supplied at the time of liner installation</td>
</tr>
</tbody>
</table>

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, bursting, and wrinkles, which develops 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 the abrasion of pool liner print caused by automatic pool cleaners.
• This warranty does not cover ice damage.
• 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 used.

What We Will Do For You
• We will replace, according to the pro rata schedule, any liner found to be defective. Charges for shipping, removal, installation, 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 during this period as a result of a problem covered by this warranty, you should send a letter to our factory identifying the liner and date of installation, along with proof of purchase.
• 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 corporate services, and no merchandise is to be returned to us without prior written authorization.

Disclaimer of Consequential Damages
• Elements of Design manufacturer shall not be liable under any circumstances for any incidental or consequential damages or expense of any kind.

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 any Elements of Design manufacturer.
• 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.

THE ELEMENTS OF DESIGN INGROUND RESIDENTIAL SWIMMING POOL LINER WARRANTY REGISTRATION

To The Purchaser:
Please complete this form, detach, and return it to your pool professional 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 REVIEWED THE SAFETY INFORMATION PROVIDED:

Pool Owners Manual  "The Sensible Way To Enjoy Your Inground Swimming Pool" Booklet  "Warning" Label
"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

Owner’s Name: Date of Installation: ____________________________
Address: Purchased From: ____________________________
City: State: ____________________________
Zip Code: Installed By: ____________________________

25137GO
OBLIGATION

In the event that the original installed in-ground vinyl liner has a defect due to a ‘seam separation’ as defined by manufacturers warranty, ________________ agrees to provide labor and limited related expenses free of charge for a period of 3 years from date of installation as per Silver Level of Liner Guard Program to the original retail purchaser of the in-ground vinyl liner.

The agreement is subject to the following terms and conditions:

* This agreement is enforceable by the original retail purchaser only. If a repair or replacement is required, you must notify ___________ in writing. Our retail headquarters are located at _______________ in __________________. All notifications and correspondence must be directed to this location.

* The cost of labor incurred in the repair or replacement of liner shall be limited to the actual repair and replacement of the liner and specific related expenses.

  > The specific related expenses are:
    Removal of water and subsequent refilling, labor to remove defective liner and installation of the new liner, chemicals to balance new water, freight charges to have the new liner delivered to job site and repair of pool base if necessary. Specific expenses do not include repair to pool walls or coping.

* If under the terms of the agreement, the liner replacement is deemed necessary and carried out, then this agreement shall terminate upon completion of installation of new liner. A new Extended Labor Agreement would be required to protect the new liner.

* This Extended Labor Agreement can only be purchased at the time the liner is ordered and/or prior to shipment from manufacturer.

* This agreement is not your liner warranty. See manufacturers liner warranty for details on product warranty.

Limitations of Agreement

> This agreement shall be unenforceable if retail purchaser is in default under the terms of any agreement executed in connection with your in-ground vinyl liner pool.
> This agreement is intended to be in lieu of any and all agreements expressed or implied. It is a complete statement of our obligation. No other individual or agent is authorized to change this agreement and any change will not be recognized.
> This agreement gives you specific rights. You also have implied rights, and may have other rights that vary. In the event of a problem with labor performance, you may be able to go to small claims court, state court or federal court.

Dealer Name ________________________________       Retail Consumer Name ________________________________
Address ________________________________________       Address ________________________________________
City, State, Zip ________________________________       City, State, Zip ________________________________
Signature ________________________________________       Signature ________________________________________
Date ________________________________________       Date ________________________________________
Elements of Design Inground Residential Swimming Pool Liners

Date Warranty Begins
- The warranty begins on the date of installation.
- This product is warranted by the Elements of Design liner manufacturer to the original purchaser only against failure resulting from defective material and workmanship in welding seams and edges, 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 1 year: No Charge
  - Within 2 years: No Charge
  - Within 3 years: No Charge
  - After 3 years: Refer to Elements of Design manufacturer warranty supplied at the time of liner installation

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 develops 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 the abrasion of pool liner print caused by automatic pool cleaners.
- This warranty does not cover ice damage.
- 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 used.

What We Will Do For You
- We will replace, according to the pro rata schedule, any liner found to be defective. Charges for shipping, removal, installation, 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 during this period as a result of a problem covered by this warranty, you should send a letter to our factory identifying the liner and date of installation, along with proof of purchase.
- 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 corporate services, and no merchandise is to be returned to us without prior written authorization.

Disclaimer of Consequential Damages
- Elements of Design manufacturer shall not be liable under any circumstances for any incidental or consequential damages or expense of any kind.

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 any Elements of Design manufacturer.
- 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.

THE ELEMENTS OF DESIGN INGROUND RESIDENTIAL SWIMMING POOL LINER WARRANTY REGISTRATION

To The Purchaser:
Please complete this form, detach, and return it to your pool professional 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 REVIEWED THE SAFETY INFORMATION PROVIDED:

Pool Owners Manual
"Children Aren’t Waterproof" Pamphlet
"Safety" Sign

"The Sensible Way To Enjoy Your Inground Swimming Pool" Booklet
"Pool and Spa Emergency Procedures for Infants and Children" Booklet
"Plan Your Dive, Steer Up" Pamphlet

Owner’s Name: ________________________ Date of Installation: ________________________
Address: ________________________ Purchased From: ________________________
City: ________________________ State: ________________________
Zip Code: ________________________ Installed By: ________________________
OBLIGATION

In the event that the original installed in-ground vinyl liner has a defect due to a 'seam separation' as defined by manufacturers warranty, agrees to provide labor and limited related expenses free of charge for a period of 1 year from date of installation as per Bronze Level of Liner Guard Program to the original retail purchaser of the in-ground vinyl liner.

The agreement is subject to the following terms and conditions:

* This agreement is enforceable by the original retail purchaser only. If a repair or replacement is required, you must notify in writing. Our retail headquarters are located in . All notifications and correspondence must be directed to this location.

* The specific related expenses are:
  - Removal of water and subsequent refilling, labor to remove defective liner and installation of the new liner, chemicals to balance new water, freight charges to have the new liner delivered to job site and repair of pool base if necessary. Specific expenses do not include repair to pool walls or coping.

* If under the terms of the agreement, the liner replacement is deemed necessary and carried out, then this agreement shall terminate upon completion of installation of new liner. A new Extended Labor Agreement would be required to protect the new liner.

* This Extended Labor Agreement can only be purchased at the time the liner is ordered and/or prior to shipment from manufacturer.

* This agreement is not your liner warranty. See manufacturers liner warranty for details on product warranty.

Limitations of Agreement

* This agreement shall be unenforceable if retail purchaser is in default under the terms of any agreement executed in connection with your in-ground vinyl liner pool.

* This agreement is intended to be in lieu of any and all agreements expressed or implied. It is a complete statement of our obligation. No other individual or agent is authorized to change this agreement and any change will not be recognized.

* This agreement gives you specific rights. You also have implied rights, and may have other rights that vary. In the event of a problem with labor performance, you may be able to go to small claims court, state court or federal court.

Dealer Name ___________________________ Retail Consumer Name ___________________________
Address ______________________________________________________________
City, State, Zip ___________________________ City, State, Zip ___________________________
Signature ______________________________________________________________
Date _____________________________________________ Date _____________________________
Elements of Design Inground Residential Swimming Pool Liners

**Date Warranty Begins**
- The warranty begins on the date of installation.
- This product is warranted by the Elements of Design liner manufacturer to the original purchaser only against failure resulting from defective material and workmanship in welding seams and edges, with the replacement cost to be prorated after the first (1st) 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 1 year: No Charge
  - After 1 year: Refer to Elements of Design manufacturer warranty supplied at the time of liner installation

**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 develops 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 the blunting of pool liner print caused by a remote pool cleaners.
- This warranty does not cover ice damage.
- 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 intended functions.
- 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 used.

**What We Will Do For You**
- We will replace, according to the pro rata schedule, any liner found to be defective. Charges for shipping, removal, installation, 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 during this period as a result of a problem covered by this warranty, you should send a letter to our factory identifying the liner and date of installation, along with proof of purchase.
- 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 corporate services, and no merchandise is to be returned to us without prior written authorization.

**Disclaimer of Consequential Damages**
- Elements of Design manufacturer shall not be liable under any circumstances for any incidental or consequential damages or expense of any kind.

**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 any Elements of Design manufacturer.
- 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.

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The Elements of Design Inground Residential Swimming Pool Liner Warranty Registration

To The Purchaser:
- Please complete this form, detach, and return it to your pool professional 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 REVIEWED THE SAFETY INFORMATION PROVIDED:
- Pool Owner Manual
- "Children Aren’t Waterproof" Pamphlet
- "Safety” Sign
- "The Sensible Way To Enjoy Your Inground Swimming Pool” Booklet
- "Pool And Spa Emergency Procedures for Infants and Children” Booklet
- "Plan Your Dive, Steer Up" Pamphlet
- "Warning" Label
- "No Diving" Labels

Owner’s Name: _____________________________ Date of Installation: _____________________________
Address: _____________________________ Purchased From: _____________________________
City: _____________________________ State: _____________________________
Zip Code: _____________________________ Installed By: _____________________________

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**Bronze Level**

Limited Warranty