



The Vinyl Works Inc.  
33 Wade Road, Latham, NY 12110

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 The Vinyl Works 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 and enhanced product warranty from us 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 and enhanced liner product warranty up to 20 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.

You offer protection on labor and expenses. We offer a better warranty. 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 Vinyl Works for expenses to replace the 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 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 in advance for embracing this new program. It's a Win-Win situation for all concerned and especially the consumer.

Sincerely,  
Vinyl Works Management





# Gold 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 the Gold 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 \_\_\_\_\_





# 5/20 Limited Warranty

Vinyl Works Inground Residential Swimming Pool Liners

The Vinyl Works Inc.  
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 Vinyl Works, Inc. to the original purchaser only against failure resulting from defective material and 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 years .....80%
After 5 years .....50%	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 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 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 Vinyl Works, Inc., and no merchandise is to be returned to us without prior written authorization.
- Disclaimer of Consequential Damages**
- Under no circumstances will The Vinyl Works, Inc. 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 Vinyl Works, Inc.
  - 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. \_\_\_\_\_



### THE VINYL WORKS 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](http://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





# THE VINYL WORKS, INC 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 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 The Vinyl Works '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. 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 DEFECT REIMBURSEMENT

Item #VWESCG

**Gold "Extended Service Contract"**

\$50.00 NET FEE provides up to \$1500.00 in "Expenses" within 5 years of purchase:

\_\_\_\_\_ Initial Here.

## 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 Vinyl Works 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 Vinyl Works 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:

- » Purchase Order must be submitted in writing using Vinyl Works Order Form.
- » Confirm 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, the 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 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 Vinyl Works 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 Vinyl Works and original order was submitted in writing.*
2. *Claim must be submitted within 90 days of replacement installation.*
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. *The Vinyl Works retains the right to determine what is a fair and customary fee for work performed and materials provided in replacing defective liner.*
7. *All Vinyl Works 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***

Company Name: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Principals Name: \_\_\_\_\_  
Principals Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Contact Email: \_\_\_\_\_

### ***VINYL WORKS INC.***

Rep. Name: \_\_\_\_\_  
Rep. Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



**THE VINYL WORKS, INC**  
**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: \_\_\_\_\_

**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)



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

Send To: The Vinyl Works Inc.  
Corporate Services/Warranty Dept.  
33 Wade Rd.  
Latham, NY 12110

Vinyl Works Authorization: \_\_\_\_\_ Date: \_\_\_\_\_