



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 _____



Limited Warranty



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:

Within 1 year	No Charge
Within 2 years	No Charge
Within 3 years	No Charge
Within 4 years	No Charge
Within 5 years	No Charge
After 5 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

Serial No. _____

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

"Warning" Label

"No Diving" Labels

Owner's Name: _____ Date of Installation: _____

Address: _____ Purchased From: _____

City: _____ State: _____

Zip Code: _____ Installed By: _____