

25-YEAR LIMITED WARRANTY – ACU-FIT™ IN-GROUND VINYL SWIMMING POOL LINER NON-TRANSFERABLE LIMITED WARRANTY FOR DIVING AND NON-DIVING POOLS

Subject to the Disclaimers, Limitations and Conditions below, COVERTECH INDUSTRIES LIMITED ("COVERTECH") warrants to the original purchaser that its *Acu-Fit™* pool liner will not leak due to workmanship that causes seam seal de-lamination for up to 25 years from the date of original purchase. COVERTECH's obligation is limited to a replace or repair (at our option) any *Acu-Fit™* pool liner found defective in workman-ship within the warranty period. This Limited Warranty does not include or cover, and specifically excludes, any costs, damages or expenses associated with the repair or replacement of the defective product, or damage to or loss of use of any water, chemicals, products, pool, building component or other property. Other limitations, disclaimers and exclusions apply.

DISCLAIMERS AND LIMITATIONS

This Limited Warranty must not be considered as an insurance policy. COVERTECH shall not be liable for any product failures caused in whole or in part by any of the following:

- If the liner has not been installed, used or maintained in accordance with COVERTECH's written instructions and limitations, including any damage caused by improper winterizing procedures.
- Use of the liner other than a residential in-ground, outdoor swimming pool (any other category of use will not be covered under this warranty).
- Fire, insects, floods, animals, mishandling, chemicals, poor water chemistry, chemical damage due to concentrations under an automatic cover, chemical damage due to the use of salt water systems, chemical stains, shrinkage due to removal of pool water, abrasion due to automatic or manual pool cleaning, ice damage, microbiological staining and any Act of God.
- Natural disasters, including floods, lightning, hail, earthquakes, gales, hurricanes, or excessive high winds.
- Structural movement, settlement, deflection, failure or movement of any pool, supporting material or system.
- Tears, punctures, scuff-off prints, discoloration, print removal caused by chemicals, cleaning or installation, any damage or changes caused by ground water (underground high water table), shipping damage, improper handling, improper installation and storage or any acts of improper use, negligence, abuse, misuse or vandalism.
- In proper or inadequate design, engineering or construction of the pool, building or pool system.

CONDITIONS FOR THE LIMITED WARRANTY

1. Register online at www.covertechind.com within thirty (30) days of the installation.
2. Apply the Danger No Diving Decals per the instructions provided. If the decals are missing or damaged please email us at the above address and free ones will be shipped immediately.
3. Ensure the liner is not exposed to extreme heat or cold prior to installation or after, chemical abuse or lack of improper chemical maintenance. The installed temperature should be a minimum of 16°C or 60°F at the time of installation.
4. Do not use FLOATING CHEMICAL DISPENSERS and Do not allow un-dissolved chemicals of any nature to settle on the liner, as chemicals can have a bleaching effect on the printed surfaces. Please see the attached documents for the care of your swimming pool liner. Ensure the pool is being circulating the entire time the chemicals are being dissolved in the skimmer. It is recommended your pool water be tested by a professional on regular intervals and records maintained.

NON-TRANSFERABLE LIMITED WARRANTY

The warranty is issued to the original consumer only and no other person/party may make a claim against this warranty. The consumer may only make a claim to COVERTECH only in the event the selling dealer, installer or distributor is not available to make the claim on the consumer's behalf. The alleged claim must be made immediately after the warranty problem occurs. COVERTECH will require the proof of purchase, product serial number, date of installation and any other supporting documents for the chemical history of the pool. COVERTECH may also instruct the purchaser to return the defective section of the liner, freight prepaid or photographs of the defective sections.

25YR PRO-RATED SCHEDULE FOR REDUCTION OF THE LIMITED WARRANTY

Pro-Rated Year	Scheduled Reduction
Up to 5 years	No Charge or Reduction
6th thru. 7th	33% of Retail Price
8th thru. 12th	70% of Retail Price
13th thru. 19th	80% of Retail Price
20th thru. 25th	90% of Retail Price

THIS LIMITED WARRANTY SHALL BE IN-LIEU OF ANY AND 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 THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR INTENDED PURPOSE. UNDER NO CIRCUMSTANCE SHALL COVERTECH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR LOSS OF TIME, OR PROFITS, OR ANY INCONVENIENCE. COVERTECH SHALL NOT BE LIABLE FOR ANY DAMAGES BASED UPON ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES TO THIS WARRANTY.

All Warranty Claims must be made directly with the manufacturer. All freight charges are the responsibility of the claimant. For service under this Limited Warranty, consult the manufacturer at the following address and/or telephone number.

COVERTECH INDUSTRIES LIMITED

26 Dansk Court, Toronto, Ontario M9W 5V8

Phone: (416) 640-5590 Fax: (416) 642-0686 Email: info@covertechind.com

2019

25-Year Limited Warranty

Acu-Fit™ In-Ground Vinyl Swimming Pool Liner.

Non-transferable Limited Warranty for Diving and Non-Diving Pools.

THIS LIMITED WARRANTY SHALL BE IN-LIEU OF ANY AND 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 THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR INTENDED PURPOSE. UNDER NO CIRCUMSTANCE SHALL COVERTECH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR LOSS OF TIME, OR PROFITS, OR ANY INCONVENIENCE. COVERTECH SHALL NOT BE LIABLE FOR ANY DAMAGES BASED UPON ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES TO THIS WARRANTY.

COVERTECH INDUSTRIES LIMITED

26 Dansk Court, Toronto, Ontario M9W 5V8

Phone: (416) 640-5590

Email: info@covertechind.com Website: www.covertechind.com

ACUfit™

QUALITY LINER PRODUCTS