



25 YEAR LIMITED WARRANTY
IN-GROUND VINYL LINER
PLEASE READ CAREFULLY

Liner Serial # SAMPLE

FOX POOL CORPORATION, (ATTENTION: WARRANTY SECTION), 3490 Board RD, York, PA 17406-8487, (hereinafter called Fox) gives the following warranty subject to the following conditions:

- 1. This warranty extends ONLY to the original consumer purchaser of the VINYL LINER. Fox does not extend this warranty to any third person including, but not limited to, members of the original consumer purchaser's family, household, assignee or guests. Fox authorizes no one to assume for Fox or create for Fox any liabilities concerning the sale of this product.
2. This warranty extends ONLY to the VINYL LINER (and not to the pool kit or any parts) which has separated at its seam or seams.
a. DEFECTS, MALFUNCTIONS or problems from any source or cause, including but not limited to ice damage; tears or punctures; draining pool below winterizing level; chemical damage; improper/negligent maintenance or care of liner, including but not limited to, scrubbing, brushing, use of cleaners containing chemicals that damage protective topcoat of vinyl, fire, flood, act of God, tearing, cutting, tampering, design, faulty workmanship in VINYL LINER installation, improper VINYL LINER assembly or erection, pattern alignment, underground water conditions, earth movement or soil erosion or any mechanical, chemical or other means or agencies are excluded from the warranty.
b. This warranty does not apply to any product which has had its identification number altered, effaced or removed.
c. The following are the responsibility of the original consumer purchaser and not Fox and are NOT COVERED by this warranty:
(1) Damage from handling during installation or transportation;
(2) Damage resulting from servicing or repairing of the VINYL LINER by other than an authorized Fox dealer, distributor or employee.
(3) Eventual fading of color or microbiological staining. All colored vinyl products, subjected to the direct rays of the sun, may fade in time. Such fading or microbiological staining does not qualify as a material defect and is not covered by this Warranty. Staining or fading does not affect the ability of the vinyl to perform its intended function.
3. The obligation of Fox under this warranty is to either REPAIR or REPLACE the VINYL LINER at the sole discretion and option of Fox. If a new liner is supplied or the old liner is repaired, the charge to the purchaser shall be no charge within the first sixty (60) months. After the first sixty (60) months, the charge shall be a percentage of the retail price of the liner at the time of replacement and is based on the proration schedule below. The percentages are based on the number of months, or part thereof, you have owned the liner from the original date of installation. These percentages are the portion owed by the consumer purchaser (at time of replacement).

Table with 3 columns: Time Period, Percentage. Rows: After 60 to 84 months - 50%, After 84 to 120 months - 60%, After 120 to 192 months - 70%, After 192 to 228 months - 80%, After 228 to 300 months - 90%

The original consumer purchaser bears all of the following costs and expenses as to REPAIR or REPLACEMENT:

- a. Removal and/or reinstallation of the VINYL LINER including all labor, costs of replacement water or related chemicals and materials charges;
b. All transportation costs of the VINYL LINER from the site of the pool to Fox's plant at the address provided hereinbefore and the return costs including, but not limited to, postage, storage, freight, insurance, handling, packaging and cleaning for shipment. Furthermore, original consumer purchaser bears all risk of loss during transit and storage;
c. Transportation costs envision the possibility of temporary storage of the Liner during transit at Fox's authorized dealers and/or distributors.
d. If replacement is selected by Fox, part of the replacement costs must be paid depending on the number of months the product has been installed.
4. The warranty extends, prorated, for twenty-five (25) years from the date of installation.
5. Fox's obligations to REPLACE or REPAIR are subject to the following conditions, and the failure of any one or more of these conditions relieves Fox from any obligations under this warranty or any implied warranty.
a. The original owner must notify in writing, the local Fox dealer and/or distributor from whom the VINYL LINER was purchased and Fox at the address provided hereinbefore within ten (10) days of the date when the defect occurred so that Fox or Fox's dealer and/or distributor may have an opportunity to check the claim and determine if the claim is within the provisions of the warranty.
b. In most instances the dealer and/or distributor and Fox will find it necessary to return VINYL LINER or SECTIONS thereof to Fox for further laboratory analysis.
c. The failure in the seam or seams must be the sole defect in the VINYL LINER covered by this warranty;
d. The failure of a seam or seams is caused solely by a defect in the material or improper workmanship of its manufacturer.
e. Any VINYL LINER or SECTIONS thereof returned must be thoroughly cleaned and free from all foreign matter such as sand and dirt.
f. Payment of all transportation costs as provided hereinbefore.
g. No VINYL LINER may be returned without the advance written permission from Fox.
h. Proper registration of the Warranty Registration Card as provided for hereinafter.
6. This warranty excludes all other express agreements, representations and warranties. All implied or statutory warranties, including the WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE shall apply for the duration of this express warranty.
a. Some States do not allow limitations on how long implied warranties last so the above limitation may not apply to you;
b. Fox shall in no event be liable for any INCIDENTAL and/or CONSEQUENTIAL damages arising out of the VINYL LINER being DEFECTIVE, MALFUNCTIONING or failing to conform with this express warranty and/or any implied or statutory warranties;
c. Some States do not allow the exclusion or limitation of INCIDENTAL or CONSEQUENTIAL damages so the above limitations or exclusion may not apply to you.
7. This warranty gives you specific legal rights. You also have implied warranty rights. In the event of a problem with warranty, service or performance, you may be able to go to a small claims Court, a State Court, or a Federal District Court.
8. Fox has enclosed a safety sign package with includes pool area signs and pool no diving signs for your use. We require the installation of this signage to make our warranty effective.

PROCEDURES TO ENFORCE WARRANTY FOR VINYL LINERS

This card must be registered by mail or online within thirty (30) days after installation. Failure to register voids warranty and releases all obligations of Fox to repair and/or replace the VINYL LINER. Please put proper postage on this card if registering by mail. To register online, visit our website www.foxpool.com

If this Fox liner should fail during the warranty period as a result of a problem covered by this warranty, the consumer will contact pool dealer and provide liner serial number, and if possible, supply pictures of the defective area.

Dealer or its distributor will request a Returned Goods Authorization from Fox. Upon either (1) receipt of the liner at our factory for confirmation of the claimed defect or (2) receipt of a cut-out of the defective area and a cut-out of the serial number block at our factory for confirmation of the claimed defect, we will inform the consumer owner or dealer as to the disposition of inspection and warranty claim.

Fox will require consumer purchaser or dealer to remove liner, or cut-out area as indicated above, clean and return it freight prepaid to the address below.

Any new liner shipped to consumer purchaser shall be shipped freight collect and any installation costs of the liner shall be borne by the consumer purchaser.

WARRANTY REGISTRATION CARD FOR VINYL LINER

(cut here)

TO THE OWNER:

Please complete this form and detach. This card must registered by mail or online within thirty (30) days after installation. Failure to complete and mail voids warranty and releases all obligations of Fox to repair and/or replace the VINYL LINER. Please put proper postage on this card if registering by mail.

To register online, visit our website www.foxpool.com

LINER SERIAL # SAMPLE

OWNER'S NAME SIGNATURE OF OWNER DATE

ADDRESS

CITY STATE ZIP CODE

INSTALLATION DATE SAFETY SIGNAGE HAS BEEN INSTALLED (circle one) YES/NO If NO...Why?

POOL PURCHASED FROM

NAME

ADDRESS CITY STATE ZIP