

25 YEAR PRO RATED WARRANTY ABOVE GROUND VINYL LINER

PEN-FABricators, (hereinafter called PEN-FAB), warrants to the original retail consumer purchaser that if a PEN-FAB vinyl liner should fail due to defective workmanship in welding seams within twenty-five (25) years from date of original purchase, and the attached warranty card has been completed, signed, and returned to PEN-FAB within ten (10) days of purchase, PEN-FAB will, at it's option, repair any such defect or in the alternative, supply a new liner, F.O.B. Emigsville, PA on the following basis:

If a new liner is supplied or the old liner repaired, the charge to the original consumer purchaser shall be, first year, no charge. After the first year, the same will be the then retail selling price. The following schedule sets forth the percentage of the retail price in effect at the time of replacement which the original retail consumer will be charged for replacement or repair. The percentages are based on the length of time you have owned the liner from the date of purchase.

WITHIN ONE (1) YEAR NO CHARGE

After 1 yr.	25%	After 6 yrs.	55%	After 11 yrs.	78%	After 16 yrs.	91 %	After 21 yrs.	96 %
After 2 yrs.	30%	After 7 yrs.	60%	After 12 yrs.	81%	After 17 yrs.	92 %	After 22 yrs.	97 %
After 3 yrs.	35%	After 8 yrs.	65%	After 13 yrs.	84%	After 18 yrs.	93 %	After 23 yrs.	98 %
After 4 yrs.	40%	After 9 yrs.	70%	After 14 yrs.	87%	After 19 yrs.	94 %	After 24 yrs.	99 %
After 5 yrs.	45%	After 10 yrs.	75%	After 15 yrs.	90%	After 20 yrs.	95 %	After 25 yrs.	100 %

This warranty is subject to the following terms and conditions:

This warranty relates only to manufacturing defects and does not include damage or failure from other causes, including but not limited to, acts of God, misuse or abuse, accident, negligence, fire, improper installation or ice damage.

PEN-FAB will not be responsible for labor charges, cost of replacement water or replacement chemicals, or any other related damage that may occur.

Warranty is void if the liner is exposed to excessive heat or cold, chemical abuse, or lack of proper chemical maintenance. Chemicals should not be allowed to settle undissolved onto the liner as chemicals can bleach the color or pattern print. The pH of the pool water must be properly maintained and balanced.

PEN-FAB further warrants that the liner will fit into the finished pool excavation that is exactly the same as the specifications given in order to produce the liner.

Irregularities in printing, fading or tile alignment are specifically excluded from this warranty, materials used in the fabrication of the liner are not produced by PEN-FAB; therefore any failure due to material defects have to be referred to the manufacturer of the raw materials.

This warranty is enforceable only by the original retail consumer purchaser and applies only to liners purchased for private residential use.

This warranty shall be void unless the attached warranty registration card is completed, signed, and returned to PEN-FAB at the address below within ten (10) days of purchase.

PEN-FAB SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF USE OF POOL OR INJURY TO PERSON OR PROPERTY, AND ANY CLAIMS THEREFORE ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE EXCLUSION AND MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

If this PEN-FAB liner should fail during the warranty period as a result of a problem covered by this warranty, the consumer should send a letter to PEN-FAB identifying the liner, setting forth the date of purchase and specifying the serial number, and describing the nature of the defect.

Upon either (1) receipt of the liner at our factory for factory 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 as to the disposition of inspection and warranty claim.

Consumer purchaser is required to remove liner , or cut-out area as indicated above, clean and return it freight prepaid to:

PEN FABRICATORS
310 Emig Road
P.O. BOX 338
EMIGSVILLE, PA 17318-0338

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

PEN-FAB makes no other warranty, expressed or implied, and any statutory warranties, including implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, are hereby specifically disclaimed and excluded.

No representative of PEN-FAB, nor any of it's agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty, and PEN-FAB is not responsible for any undertaking, representation or warranty made by any other person beyond those expressly set forth in this warranty certificate.

Detach and mail registration card below to:

PEN FABRICATORS
Customer Service Dept.
310 Emig Road
P.O. Box 338
Emigsville, PA 17318-0338

LINER SERIAL # _____