

# APCO Pool Specialties Inc. Extended and Expanded Warranty

The liner installed in your pool is warranted in several ways:

## Original Manufactures Warranty

This is the primary warranty for each liner. All of its terms are determined by the manufacturer. These terms vary from manufacturer to manufacturer and are at the sole discretion of the manufacturer. A copy is included with each liner and provided to you upon job completion. All terms must be followed or the warranty may be voided. If a manufactures warranty is voided, it may also void any APCO warranties as portions of APCO's warranty are based upon the manufacturers coverage.

## Extended Labor Warranty

If a liner has both; a qualified warrantable defect, and is covered under a manufactures warranty, then APCO will cover, at a pro-rated portion, the then retail (labor only) replacement costs of the warranty supplied liner. You will be required to pay the non-covered prorated portion of the labor (see schedule below) and any additional expenses.

## Expanded Liner Warranty

If during a period of 25 years a new liner is required for any reason it will be supplied and installed for you. You will be required to pay a prorated portion of the then retail cost of the liner based upon its age at replacement, and all installation costs (see schedule below). The new liner will be comparable to the original but may not be from the same manufacturer, or the same pattern.

## Pro-Rating Schedule

**The Following schedule sets forth the percentage rate to be paid by the purchaser.**

Years 1 through 2 (35%)	Years 3 through 4 (40%)	Years 5 through 6 (50%)
Years 7 through 9 (60%)	Years 10 through 14 (70%)	Years 15 through 20 (75%)
	Years 21 through 25 (80%)	

## TERMS, LIMITATIONS, and EXCLUSIONS

1. All warranty coverage is contingent upon APCO or an APCO authorized service company are the only persons (with the exception of the home owner) performing service or maintenance on the pool, system, or equipment. Additionally water chemistry shall be tested at least twice a year by APCO and all chemicals must be purchased through APCO.
2. Excluded under all sections of this warranty are additional expenses such as parts, water, chemicals, or any other incidental materials and expenses including re-troweling sand bottoms or any sand bottom related expenses.
3. The extended labor warranty is not applicable to the "expanded liner warranty" as the liner is not being replaced under a manufacturer's warranty.
4. This warranty is transferable to any succeeding owners for the pool.
5. Excluded from this warranty is any damage due to the draining of the pool below normal winterizing levels.
6. We expressly renounce and disclaim any additional or consequential damages, including but not limited to wash out, structural damage or defects, wall collapse or any other expenses beyond the explicit pro-rated liner or labor cost under this warranty resulting from or out of the use of the liner or as a result of a claim.
7. We will not assume any liability if the pool installation is in violation of local building codes.
8. This warranty shall be secondary to any insurance claims.
9. We will not be liable for any incidental or consequential damages resulting from any defects in workmanship or material.
10. Existing or subsequent promotions may not apply.

This warranty is and shall be deemed to be contract entered into and made pursuant to the laws of the State in which the liner was installed and shall in all respects be governed, construed, applied, and enforced according to those laws. The warranty set forth herein gives you specified legal rights and you may have other rights, which vary, from state to state.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL APCO Pool Specialties inc. OR ITS SUCESSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF USE OF POOL, INJURY TO, OR DEATH OF ANY PERSON, OR DAMAGE TO PROPERTY, AND ANY CLAIMS THEREFOR ARE HEREBY SPCIFICALLY DISCLAIMED AND EXCLUDED. SOME STATES DO NOT ALLOW THE EXCLUSION OF SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The terms of this warranty shall not create or extend any statute of limitations or other time limitation of any kind.