

# Tri-City Vinyl In-Ground Material Warranty

Warranty No. \_\_\_\_\_

## I. TERMS and CONDITIONS

Tri-City Vinyl, (hereafter “Tri-City Vinyl” or “TCV”) grants this Limited Warranty (“Warranty”) to the owner of a residential swimming pool (“Owner”) with a Tri-City Vinyl pool liner (“pool liner”) installed within the pool, subject to the conditions and limitations contained herein.

Tri-City Vinyl is the manufacturer of the pool liner. It is not the pool designer or installer. As such, TCV’s obligation shall only be - at TCV’s sole discretion – to repair, replace or refund part or all of the pool liner on a pro-rated basis, not to exceed the Owner’s original purchase price of the pool liner, provided the following conditions are met:

- A. Owner completes the registration of this Warranty with Tri-City Vinyl within thirty (30) days of installation.
- B. The Owner notifies Tri-City Vinyl in writing within thirty (30) days of the discovery of any alleged material defect or seam separation. Owner must notify Tri-City Vinyl, by e-mailing [info@tricityvinyl.com](mailto:info@tricityvinyl.com), or by certified mail, return receipt requested;
- C. The Owner must pay its pro-rated share of the materials necessary to repair or replace the pool liner and all costs of labor.
- D. During the 1<sup>st</sup> and 2<sup>nd</sup> season of this Warranty, TCV will be responsible for the cost of all materials needed to repair or replace the pool liner, not to exceed the Owner’s original purchase price of the pool liner.
- E. During the 3<sup>rd</sup> through 15<sup>th</sup> seasons of this Warranty, TCV will only be responsible for its pro-rated share of the pool liner, not to exceed the Owner’s original purchase price of the pool liner.
  1. During the 3<sup>rd</sup> season, TCV will pay up to 80% of the material necessary to repair or replace the pool liner,
  2. During the 4<sup>th</sup> season, TCV will pay up to 65% of the material necessary to repair or replace the pool liner,
  3. During the 5<sup>th</sup> season, TCV will pay up to 50% of the material necessary to repair or replace the pool liner,
  4. During the 6<sup>th</sup> season, TCV will pay up to 35% of the material necessary to repair or replace the pool liner,
  5. During the 7<sup>th</sup> through 15<sup>th</sup> season, TCV will pay up to 20% of the material necessary to repair or replace the pool liner.

## II. LIMITATIONS and EXCLUSIONS

- A. This Warranty is a material only warranty, and does not cover the costs of any labor or freight. Replacement material or liners will be shipped freight collect.
- B. This Warranty only applies to a pool installed at single-family residence. TCV pool liners are intended for use only as residential swimming pools. As such, TCV pool liners do not meet any standards for public swimming pools and are not intended or authorized for use with public or commercial swimming pools.
- C. This Warranty does not apply to improper installation, design or construction.
- D. This Warranty does not apply to any rips, tears or punctures of the pool liner.
- E. Tri-City Vinyl is not liable for any defect or failure outside of its control including, but not limited to:
  1. Damage caused by Acts of God, earthquake, lightning, hurricane, wind-blown debris, hail, tornado, ice damage flood, animals, insects; or
  2. Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  3. Damage caused by any unauthorized modification to pool or pool liner; or
  4. Damage caused by improper ph level, or improper chemicals utilization, improper filtration.
- F. Tri-City Vinyl is not responsible for shrinkage of the pool liner if the pool is emptied or drained.
- G. Tri-City Vinyl does not warrant against color change and/or pattern change and/or print change in the pool liner.
- H. This Warranty is not transferable to any subsequent Owners of the pool or property.
- I. This Warranty begins on the date of sale from Tri-City Vinyl. A season ends on December 31<sup>st</sup>.
- J. This Limited Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Tri-City Vinyl and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this Warranty and do hereby submit themselves to the sole personal jurisdiction of that Court.
- K. No claim, suit or other proceeding out of or related to the Tri-City Vinyl pool liner or these terms, including without limitation this Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- L. Tri-City Vinyl does not waive any rights under this Warranty by refraining to exercise its rights in full in one or more instances.

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OF THE TRI-CITY VINYL POOL LINER.**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS, OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS LIMITED WARRANTY, TO THE EXTENT DISCLAIMER IS PERMITTED BY LAW. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, REPLACEMENT OR REFUND PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. TRI-CITY VINYL WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, LOST PROFITS, LOST USE, LABOR COSTS OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PRUPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED. UNDER NO CIRCUMSTANCES WILL TRI-CITY VINYL'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY OR ANY OTHER THEORY, EXCEED THE PRUCHASE PRICE OF THE PRODUCTS.**

**THERE ARE NO THIRD PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE TRI-CITY VINYL POOL LINER OR REGISTRATION OF THE WARRANTY WITH TRI-CITY VINYL, SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

No other person, party or entity is an agent of Tri-City Vinyl and does not have authority to bind Tri-City Vinyl. If any contractor, salesperson or sales representative made any statements about Tri-City Vinyl, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Tri-City Vinyl. Furthermore, no person may change or modify any term or condition of this Limited Warranty unless in writing and signed by the authorized representative of the Owner and by an officer of Tri-City Vinyl.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.** If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

**TRI-CITY VINYL® , INC.**

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Owner (Printed)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Address of Residence

\_\_\_\_\_  
Installing Contractor

\_\_\_\_\_  
City, State & Zip of Residence

\_\_\_\_\_  
Square Footage

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Warranty No.