

# ACU-FIT™ IN-GROUND VINYL SWIMMING POOL LINER

## 25-SEASON LIMITED WARRANTY

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 seasons from the date of original purchase. COVERTECH's obligation is limited to repairing or replacing (at our option) any ACU-fit™ pool liner found defective in workmanship within the warranty period. Liners older than 5 years cannot be repaired. This Limited Warranty excludes costs, damages, or expenses related to repairing or replacing the liner, or damage to property, loss of water, chemicals, products, pool equipment, building components, and swimming pools. Please note that other limitations, disclaimers, and exclusions may apply.

### DISCLAIMERS AND LIMITATIONS

This Limited Warranty is not an insurance policy. COVERTECH will not be responsible for any costs associated with liner failure, as detailed below:

- If the liner has not been installed, used, or maintained according to COVERTECH's written instructions and limitations, including any damage caused by improper winterizing procedures.
- The warranty only covers the use of the liner for a residential In-Ground outdoor swimming pool. Any other use will void the warranty.
- Damage caused by 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 saltwater 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 will not be covered.
- Natural disasters, such as floods, lightning, hail, earthquakes, gales, hurricanes, or excessive high winds are also excluded from coverage.
- Structural movement, settlement, deflection, failure, or movement of any pool, supporting material or system are also excluded from coverage.
- Any tears, punctures, scuff-off prints, discoloration, or print removal caused by chemicals, cleaning, installation, or 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 are also excluded from coverage.
- Issues related to improper pool design, pool construction or pool system.

### CONDITIONS FOR THE LIMITED WARRANTY

1. Register online at [www.covertechind.com](http://www.covertechind.com) within thirty (30) days of installation.
2. Apply the Danger No Diving decals according to the instructions provided. If the decals are missing or damaged, email Covertech at the address below for a replacement.
3. Ensure that the liner is not exposed to extreme heat or cold before and during installation. The temperature should be between 16°C / 60°F and 35°C / 95°F at the time of installation.
4. Do not use FLOATING CHEMICAL DISPENSERS and do not allow undissolved chemicals of any kind to settle on the liner as chemicals can have a bleaching effect on the printed surfaces. Refer to the company's website for care instructions for your pool liner. Make sure the pool is circulating the entire time chemicals are being dissolved in the skimmer. It is recommended that you have your pool water tested by a professional on a regular basis and keep a record of the work performed.

### NON-TRANSFERABLE LIMITED WARRANTY

The warranty is issued to the original POOL OWNER only, other person/party may make a claim against this warranty. The alleged claim must be made immediately after the warranty problem occurs. COVERTECH will require proof of purchase, product serial number, date of installation and any other supporting documents including the chemical history maintenance of the pool. COVERTECH may also instruct the purchaser to return the defective portion of the liner, freight prepaid and photographs of the defective sections.

### 25 SEASON PRO-RATED SCHEDULE FOR REDUCTION OF THE LIMITED WARRANTY

Pro-Rated Seasons	Pro-rated Schedule
Up to 5 seasons	No Charge
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 THIRD-PARTY BENEFICIARIES TO THIS WARRANTY. RETAIL PRICE AT TIME OF CLAIM DETERMINATION AT SOLE DISCRETION OF COVERTECH.

All warranty claims must be made directly to the manufacturer. All freight charges are the responsibility of the claimant. For service under this limited warranty, contact the manufacturer at the following address and/or telephone number. Retail price at date of claim.

### COVERTECH INDUSTRIES LIMITED

26 Dansk Court, Toronto, Ontario M9W 5V8 / Phone: (416) 640-5590

Email: [info@covertechind.com](mailto:info@covertechind.com) / [www.covertechind.com](http://www.covertechind.com)

16/02/2024



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THIS LIMITED WARRANTY IS NON-TRANSFERABLE AND IS ISSUED TO THE ORIGINAL PURCHASER. IT REPLACES 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 ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR INTENDED PURPOSE. COVERTECH IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS, LOSS OF TIME, PROFITS, OR ANY INCONVENIENCE. COVERTECH IS NOT LIABLE FOR DAMAGES BASED ON ALLEGED NEGLIGENCE OR ANY OTHER THEORY OF LIABILITY. THIS WARRANTY DOES NOT HAVE ANY THIRD-PARTY BENEFICIARIES.



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