

TWENTY (20) YEAR LIMITED ABOVE GROUND VINYL LINER WARRANTY

Subject to the conditions and limitations set forth below, McEwen Industries, Inc. (“McEwen”) warrants to the original retail purchaser (“Buyer”), that if the Buyer’s McEwen swimming pool liner (“Liner”) fails due to a separation of a welded seam (“Seam Failure”) within twenty (20) years from the date of purchase of the Liner (“Purchase Date”), upon (i) McEwen’s receipt of written notice from the Buyer or retailer advising McEwen of the Seam Failure and providing reasonable photographic evidence of the Seam Failure as required under Section 1(b) below (“Notice”), (ii) McEwen’s verification that the cause of the Seam Failure was not due to an Exclusion, and (iii) Buyer pre-paying the Prorated Amount (as defined herein), McEwen will, at its option, within a reasonable period of time either repair such defect in the Liner or supply the same or an equivalent replacement vinyl liner (“Limited Twenty (20) Year Warranty”). As used herein, “Prorated Amount” means the following:

- (i) If McEwen receives the Notice within ONE (1) YEAR from the Purchase Date, the Prorated Amount will be (a) if McEwen provides a replacement liner, the shipping costs for the replacement liner and (b) if McEwen repairs the Liner, there will be no cost to the Buyer;
 - (ii) If McEwen receives the Notice between TWO (2) YEARS and FIVE (5) YEARS from the Purchase Date, the Prorated Amount will be (a) if McEwen provides a replacement liner, FIFTY PERCENT (50%) of the then-current retail price of the replacement liner plus the shipping costs for the replacement liner and (b) if McEwen repairs the Liner, FIFTY PERCENT (50%) of the then-current retail price of the replacement liner;
 - (iii) If McEwen receives the Notice between SIX (6) YEARS and TEN (10) YEARS from the Purchase Date, the Prorated Amount will be (a) if McEwen provides a replacement liner, SEVENTY PERCENT (70%) of the then-current retail price of the replacement liner plus the shipping costs for the replacement liner and (b) if McEwen repairs the Liner, SEVENTY PERCENT (70%) of the then-current retail price of the replacement liner;
 - (iv) If McEwen receives the Notice between ELEVEN (11) YEARS and TWENTY (20) YEARS from the Purchase Date, the Prorated Amount will be (a) if McEwen provides a replacement liner, NINETY PERCENT (90%) of the then-current retail price of the replacement liner plus the shipping costs for the replacement liner and (b) if McEwen repairs the Liner, NINETY PERCENT (90%) of the then-current retail price of the replacement liner;
- The Limited Twenty (20) Year Warranty is referred to herein as the “McEwen Warranty”. The Limited Twenty (20) Year Warranty is subject to the following additional conditions, limitations and terms:

1. LIMITATIONS ON MCEWEN WARRANTY:

a. Subject to applicable law, the McEwen Warranty is subject to your registering the Liner with McEwen within thirty (30) days of the Purchase Date of the Liner. Failure to register the Liner with McEwen within thirty (30) days of the Purchase Date of the Liner will void the McEwen Warranty. You may register the Liner with McEwen by completing, signing and returning the attached warranty card to McEwen Industries, Inc., 3120 Northwest Blvd, Gastonia, NC 28052 or by completing and submitting the electronic registration form located on McEwen’s warranty website at www.mcewenwarranty.com.

b. Buyer must make any claim for warranty coverage as instructed on the back of the enclosed registration form. Upon review of such claim, McEwen may require the Buyer to return the Liner or the defective portion of the Liner, freight prepaid, or supply photographic proof of the defect and a copy of your water analysis, postage prepaid, to McEwen Industries, Inc., 3120 Northwest Blvd, Gastonia, NC 28052 or such other address as may be posted on McEwen’s website, www.mcewenwarranty.com. Upon inspection of the return, the Buyer will be informed as soon as possible as to the disposition of the claim.

c. The Liner is intended for use in residential swimming pools only. Any use of the Liner other than in a residential swimming pool will void the McEwen Warranty.

d. The McEwen Warranty covers Seam Failures only. The McEwen Warranty is void and expressly excludes (i) irregularities in printing, fading, tile or pattern alignment of the Liner; (ii) discoloration, damage or failure of the Liner (including a Seam Failure) resulting from defects or irregularities in the Liner material, chemical damage regardless of origin or type of administration, fading, damage resulting from improper use of salt-chlorine generation systems, acts of God, pool cleaning equipment, scuffing, fire, ice, exposure to excessive heat caused by heaters or pool covers, cold, water loss; (iii) damage or failure of the Liner (including a Seam Failure) resulting from abuse, accident, alteration, design alteration, improper maintenance, improper assembly or installation, misuse, modification, or negligence by the Buyer or a third party; (iv) the Liner is tampered with, recycled or repaired by anyone other than an authorized service center, any time after the Liner is installed; and (v) because the raw materials used in the fabrication of the Liners are not produced by McEwen, any failure due to material defect must be referred to the manufacturer of the raw materials, collectively, (“Exclusions”). Chemicals should not be allowed to dissolve or settle undissolved on the Liner, as chemicals can bleach the color or pattern print. McEwen recommends that Buyer have the pool chemistry analyzed weekly as Buyer’s pool water must be properly balanced and maintained to avoid damage to the Liner due to improper maintenance.

e. In the event of a Seam Failure covered by the McEwen Warranty, Buyer’s exclusive remedy will be for McEwen, within a reasonable period of time and in its sole discretion, to repair the defective Liner or supply a replacement Liner with the same or an equivalent replacement vinyl liner. THE EXCLUSIVE REMEDY UNDER THE MCEWEN WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTY NOT NEGATED OR LIMITED HEREBY (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPAIR OR REPLACEMENT OF THE DEFECTIVE LINER. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM MCEWEN, EXCEED THE PURCHASE PRICE ACTUALLY PAID TO MCEWEN FOR THE LINER.

f. EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES: THE MCEWEN WARRANTY, ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED OR LIMITED HEREBY (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), DO NOT COVER, AND MCEWEN WILL IN NO EVENT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, LOST SOFTWARE, LOST DATA, LOSS OF USE, LABOR, BUSINESS INTERRUPTION OR DOWNTIME, THE COST OF REMOVAL, DISASSEMBLY AND SHIPMENT OF THE DEFECTIVE LINER, FIRE, FLOODING, INJURY TO OTHER PROPERTY, OR OTHER COMMERCIAL LOSSES. WHERE, DUE TO OPERATION OF LAW, CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS LIMITED WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY OR UNDER ANY IMPLIED WARRANTY NOT NEGATED OR LIMITED HEREBY (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) CANNOT BE EXCLUDED, SUCH DAMAGES ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE PAID BY BUYER FOR THE CORRESPONDING LINER. THIS EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES, AND THE PROVISION OF THE MCEWEN WARRANTY LIMITING REMEDIES HEREUNDER TO REPAIR OR REPLACEMENT, ARE INDEPENDENT PROVISIONS, AND ANY DETERMINATION THAT THE LIMITATION OF REMEDIES FAILS OF ITS ESSENTIAL PURPOSE OR ANY OTHER DETERMINATION THAT EITHER OF THE ABOVE PROVISIONS IS UNENFORCEABLE, SHALL NOT BE CONSTRUED TO MAKE THE OTHER PROVISION UNENFORCEABLE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

WARRANTY REGISTRATION – McEwen Industries, Inc.

Warranty shall be void unless this card is completed, signed in within thirty (30) days of purchase of the Liner.

		Important!! Please Read and Sign
_____ PURCHASER’S NAME	_____ POOL SHAPE & SIZE	I have received and reviewed the Owner’s Information Package which contains:
_____ ADDRESS	_____ LINER SERIAL NUMBER	
_____ CITY, STATE & ZIP	_____ EMAIL ADDRESS	1. Vinyl Swimming Pool Liner–Warranty 2. “No Diving” Labels
_____ PURCHASED FROM	_____ DATE INSTALLED	_____ Owner’s Signature
_____ ADDRESS	_____ CITY, STATE & ZIP	_____ Date

g. EXCLUSION OF OTHER WARRANTY: THE MCEWEN WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTY. ALL OTHER EXPRESS AND IMPLIED WARRANTY INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE FULL EXTENT ALLOWED UNDER APPLICABLE LAW.

h. FOR CONSUMER PURCHASERS OF THE PRODUCTS, DISCLAIMER OF IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) MAY NOT BE PERMITTED UNDER APPLICABLE STATE LAW. FOR CONSUMER PURCHASERS, ALL IMPLIED WARRANTIES (INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) NOT NEGATED OR LIMITED HEREBY UNDER APPLICABLE STATE LAW, SHALL, SUBJECT TO APPLICABLE STATE LAW, EXPIRE UPON THE EARLIER OF (i) EXPIRATION OF THE CORRESPONDING MCEWEN WARRANTY; OR (ii) THE MINIMUM DURATION REQUIRED UNDER APPLICABLE STATE LAW. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation(s) may not apply to you.

i. SEVERABILITY: In the event any portion of the McEwen Warranty shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of the McEwen Warranty shall continue in full force and effect.

j. The McEwen Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

k. No representative of McEwen or any of its agents, distributors, or dealers has any authority to alter in any manner the terms of this warranty. McEwen is not responsible for any undertaking, representation or warranty by any other person beyond those expressly set forth in this warranty certificate. The terms of this warranty shall not create or extend any statute of limitations or other time limitation of any kind. By registering this warranty, you confirm you have read and understand the conditions of this warranty.

**McEwen Industries, Inc.
Swimming Pool Liner Warranty**

HOW TO FILE A CLAIM

All necessary warranty and care information is enclosed with each liner. It is the retailer's responsibility to present this information to the Buyer.

It is very important to complete and return the warranty card within the first thirty (30) days following the date of purchase of the new vinyl liner. Our website, www.mcewenwarranty.com, may also be used to register a warranty. Doing so validates your acceptance of the Liner and its instructions for use and care. It also registers your ownership and simplifies claims processing in the unlikely event you may need that type of assistance. Please follow these easy steps when contacting us:

If you believe you have a warranty claim please contact the retail seller of the Liner. If a manufacturing defect is the cause of Seam Failure, the retail seller of the product will be instructed as to the process by which the Liner will be repaired or replaced.

If the retail seller of the Liner is no longer in business, please contact the McEwen Warranty Service Department at 704-365-8070. A Warranty service representative will ask for the claimant's name, address, phone number, Liner serial number, and the date it was installed, the business name of the retail seller and a description of the claimed defect. The representative may also ask for digital or paper photographs of the seam suspected of being defective and/or the return of the defective Liner or portion of the Liner. In either case, the appropriate mailing address will be provided. Upon review, the Buyer will be informed as soon as possible as to the disposition of the claim by McEwen or by the retailer from whom Buyer purchased the Liner.

McEwen Industries, Inc. reserves the right to change its warranty claim filing instructions and procedures from time to time. Please contact your authorized McEwen Industries, Inc. retailer for the latest instructions that apply to your warranty claim.



McEwen Industries, Inc.
3120 Northwest Blvd
Gastonia, NC 28052

Place
Stamp
Here

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