

The Baby Safe\* Pool Fence

## LIMITED LIFETIME WARRANTY

For as long as the fence is owned by the original residential purchaser, Protect-A-Child Pool Fence Co. (Manufacturer), through its local independent representative (Dealer), will repair or replace, at its discretion, any part of its I-Beam fencing product that fails as a result of a defect in materials or workmanship in the product itself.

Protect-A-Child Pool Fence Company warrants that its Curved I-Beam fiberglass fence posts will not shear off or become permanently bent during normal usage for as long as the fence is owned by the original purchaser.

This warranty does not include failure due to abuse, normal wear and tear, or acts of nature. Chipping, scratching, fading, or peeling of colored surfaces is not warranted. The maximum remedy available for all claims shall be the supply of a replacement of the defective part shipped directly to the purchaser and does not include labor necessary to remove the defective part or reinstall the new part. Shipping cost is not included. The end user of the fence shall have sole responsibility for inspecting and reporting any failure. Protect-A-Child Pool Fence Co. shall make the determination of defect in its sole discretion.

## WHAT PROTECT-A-CHILD DOES TO REMEDY THE PROBLEM:

Should your Protect-A-Child Pool Fence product prove defective under warranty, first contact your local dealer at the number below or visit our Contact Us page on our website. Protect-A-Child Pool Fence Co. requires written notice or phone call within thirty (30) days of discovering the defect and you must show original proof of purchase receipt for any warranty claim. You will be required to provide pictures and/or samples of the defective product. If it is determined by Protect-A-Child Pool Fence Co. or a manufacturing partner, in their sole discretion that the Product has a manufacturing defect in material or workmanship, Protect-A-Child Pool Fence Co. will repair or replace the defective portion with a new or equivalent product. Labor to repair or replace the defective portion is not included. If the product is discontinued, Protect-A-Child Pool Fence Co. will repair or replace the defective portion with a product in comparable quality or price range. Protect-A-Child Pool Fence Co. reserves the right to discontinue or modify any of its products, including the color of its products without notice to the purchaser. Protect-A-Child Pool Fence Co. does not warrant that any replacement material will match or be identical to the original product as replacement products may vary in color or gloss in comparison to the original product as a result of normal weathering or change in product offerings.

## **REGISTRATION:**

To activate this warranty, you must fill out the product registration form on-line or mail the completed registration card to Protect-A-Child Pool Fence Co. at 1756 SE S. Niemeyer Cir. Port St. Lucie, FL 34952. Registration of product must be within thirty (30) days from date of purchase for warranty to be valid. If no registration is available, the sales receipt from the installing dealer may serve as proof of purchase and installation.

Except as expressly set forth in this warranty, PROTECT-A-CHILD POOL FENCE CO. HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, RELATING TO THE PRODUCT.

For this warranty to be in effect, the fence must have been sold and installed by an authorized dealer of Protect-A-Child Pool Fence Company. Protect-A-Child Pool Fence Co.

FENCE INSTALLATION: Protect-A-Child Pool Fence Co. (Manufacturer) does not warrant the fence installation services for the product in any way. Please contact the installing entity (Dealer) about any installation issues. The above limited warranty shall take the place of all expressed and implied warranties concerning this product.

NO DISTRIBUTOR, DEALER OR OTHER PERSON IS AUTHORIZED BY PROTECT-A-CHILD POOL FENCE CO. TO CHANGE THIS WARRANTY OR TO MAKE ANY ADDITIONAL REPRESENTATION, WARRANTY, PROMISE, GUARANTEE OR OTHER ASSURANCE ON BEHALF OF PROTECT-A-CHILD POOL FENCE CO. RELATING TO THE PRODUCT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY STATE TO STATE.

**LIMITATION OF LIABILITY:** THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND PROTECT-A-CHILD POOL FENCE CO.'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

PROTECT-A-CHILD POOL FENCE CO'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL PROTECT-A-CHILD POOL FENCE CO. BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA. This warranty is effective for products purchased after 1-1-2025. This warranty can also be found online at www.protectachild.com/warranty. In case of a warranty claim contact PROTECT-A-CHILD POOL FENCE CO. by phone (772) 398-3400 or email: orders@protectachild.com

Parents should be advised that Protect-A-Child Pool Fencing should not be relied upon as a substitute for adult supervision. Parental supervision of children around the swimming pool is still a requirement at all times even when fencing is in place.

Protect-A-Child Pool Fence Company www.protectachild.com

Your installing dealer: