

### Warranty

#### **60 YEAR – 5 Full**

# YOUR INSTRUCTIONS MUST BE READ BEFORE INSTALLATION IS STARTED. WARRANTY IS VOID IF INSTRUCTIONS AND YEARLY MAINTENANCE INSTRUCTIONS ARE NOT FOLLOWED.

THIS WARRANTY ONLY COVERS THE STRUCTURE OF THE POOL. SEE SEPARATE WARRANTIES FOR LINER.

Salt Chlorine Generator Systems & any other like system that uses salt to purify the pool raises the risk of corrosion substantially.

#### ALL WARRANTIES ARE VOIDED IF SUCH SYSTEMS ARE USED!

IMPORTANT: MISUSE OF YOUR ABOVE GROUND SWIMMING POOL MAY RESULT IN CRIPPLING INJURY AND/OR OTHER DANGERS TO LIFE AND HEALTH. THIS POOL IS NOT DESIGNED FOR DIVING OR JUMPING. DO NOT USE SLIDES, DIVING BOARDS OR ANY OTHER PLATFORM OR OBJECT WHICH CAN BE USED FOR IMPROPER POOL ENTRY. USE ONLY AND APPROVED ABOVE-GROUND SWIMMING POOL LADDER TO ENTER AND EXIT YOUR POOL. IT IS YOUR RESPONSIBILITY TO SECURE YOUR POOL AGAINST UNAUTHORIZED, UNSUPERVISED OR UNINTENTIONAL ENTRY. ALWAYS OBEY SAFETY RULES. ALWAYS SUPERVISE POOL WHEN IN USE.

We fully warranty for the first 5 seasons, from date of purchase, the metal parts will be free of PENETRATING CORROSION or defects in workmanship. We will also fully warranty for the first 5 seasons from the date of purchase that resin parts will not crack, peel, rot, or deteriorate and that they will be free of defects in workmanship. Any part deemed to be defective as outlined above will be repaired or replaced free of charge, (free replacement does not include any other associated costs beyond replacement of defective items as herein set forth) freight collect, for the entire first 5 seasons, provided we receive written notification within the season period. \*For the next 55 seasons, parts found to be defective, AS SPECIFICALLY STATED ABOVE, will be repaired or replaced at a pro-rated cost equal to the percentages on the then existing manufacturer's list prices, as shown on the reverse of this warranty. Season ends on December 31 of each calendar year.

Any claim should be reported to CONSUMER WARRANTY DEPARTMENT as soon as the defect is noticed within the specific warranty period. Any merchandise claimed defective, AS STATED SPECIFICALLY ABOVE, may be asked to be returned, freight prepaid, for inspection and warranty certification. Do not return until you receive a return goods authorization notice. A legible Bill of Sale indicating date and place purchased, model, and size of pool must accompany merchandise. We will not be responsible for any direct or indirect, consequential or incidental damages arising out of the use or inability to use the pool, even if we are advised of the possibility of such damage.

The warranty is null and void if the design of this product is altered in any way. This pool is designed to be installed as an above the ground pool. Improper installation voids the warranty. Installation below ground level or leaving the pool empty will void this warranty. We will not be responsible or liable for any consequential cost or transportation charge, including but not limited to, clean up, labor, reinstallation charges, chemicals, sand, freight charges, injury, property

damage, owner negligence, or water in connection with the replacement of defective parts.

This warranty does not cover damage caused by vandalism, ice movement or formation, wind, sharp instruments, abuse, misuse, improper or faulty installation, improper maintenance, leaving pool empty, discoloration spots caused by chemicals, animals, plants, and misapplication. It is the purchaser's responsibility to assure that the pool liner does not leak if the pool is to be subjected to sub-freezing temperatures. Shifting ice and wind can cause punctures or cuts in liner. This can cause severe damage to wall and frame since water level is lowered. Damage to the pool from ice shifting or movement is NOT covered by this limited warranty. Damage caused by customer failure to comply with pool chemical manufacturer instructions is not covered by this warranty. We are not involved in or responsible for pool installation. It is the responsibility of the customer to see that the pool is installed properly before proceeding with additional landscaping and use of the pool. This warranty is limited to repair or replacement of metal and resin parts deemed defective, AS SPECIFICALLY STATED ABOVE, only during the period of this warranty.

CORROSION AROUND AND BENEATH THE SKIMMER WHICH INCLUDES THE SQUARE SKIMMER OPENING AND THE ROUND RETURN OPENING ARE SPECIFICALLY NOT WARRANTEED. REFER TO THE SKIMMER AND SKIMMER GASKET MAINTENANCE INSTRUCTIONS AS WELL AS THE POOL INSTRUCTIONS.

Skimmer gaskets must be replaced when they become defective; water must not be permitted to run continually down the wall – if neglected, the pool will break. Pool water is full of various caustic chemicals, which will corrode metal parts and may eventually cause them to fail if neglected. Metal parts must be allowed to dry. By purchasing these metal parts buyer agrees to all the terms and conditions of this contract created by this warranty.

This warranty excludes all other implied or statutory warranties upon which this frame and wall are sold. It is further agreed and understood that our liability shall be limited to the agreement to repair or replace the merchandise as foresaid, all other damages whether proximate or not, and warranties statutory, implied or otherwise, being expressly waived by the purchaser.

In the event of replacement and/or repair under this warranty, this said warranty will carry on: the original date of installation will prevail over the date of replacement and/or repair. By purchasing this pool buyer agrees to all the terms and conditions of this contract created by this warranty. IF REPLACEMENT PARTS HAVE BEEN DISCONTINUED, WE WILL SUPPLY ANOTHER COMPARABLE PART AT OUR DISCRETION.

\*This warranty shall not extend to anyone other than the original purchaser and may not be transferred.

TO VALIDATE THIS WARRANTY THE REGISTRATION CARD MUST BE MAILED WITHIN 10 DAYS OF PURCHASE, PROPERLY FILLED OUT.

IMPORTANT: THIS SWIMMING POOL IS NOT DESIGNED FOR DIVING OR JUMPING. DANGEROUS AND FATAL INJURY CAN RESULT FROM DIVING IN THIS POOL! WARNING SIGNS ARE PROVIDED AND MUST BE DISPLAYED PROMINENTLY AS PER INSTRUCTIONS OR THIS WARRANTY IS NULL AND VOID. IF LABELS BECOME DISCOLORED OR UNREADABLE, NEW LABELS WILL BE SUPPLIED FREE OF CHARGE. CONTACT CONSUMER WARRANTY DEPARTMENT.

\*\*Retailers may offer parts at prices less than the pro-rated manufacturer's suggested retail price; therefore, the purchaser should check with the local dealer to assure the lowest possible replacement cost.

# PERCENTAGE OF THE SUGGESTED LIST PRICE TO BE PAID BY ORIGINAL PURCHASER AT TIME OF REPLACEMENT.

During the First Se	ason through Fifth Seasons0%
During the Sixth Se	eason50%
During the Sevent	h Season60%
During the Eighth	Season65%
During the Ninth S	eason70%
During the Tenth S	Season75%
During the Elevent	h thru Sixtieth Seasons80%
A SEASON ENDS (	ON DECEMBER 31 OF EACH CALENDAR YEAR

\*\*\*There will be a 10% Service and Handling Charge on the list price of all items ordered.



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