



## Limited Lifetime Warranty

SwimUSA Pools, the "Manufacturer" does hereby warrant its fiberglass pools ("Pool") as follows:

- This Warranty extends only to the original purchaser of the Pool ("you" or "Buyer") at retail. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.
- This Warranty shall be to the benefit of the Buyer when, and only when all of the following are satisfied:
  - The original installation was done by either:
    - Manufacturer, or a duly authorized dealer of Manufacturer, or
    - A licensed contractor, or Buyer, provided contractor or Buyer has fully complied with all applicable state and local building codes, the ANSI/APSP-5 Standard for Residential Inground Swimming Pools, 2011 published by the Association of Pool and Spa Professionals (APSP), the Manufacturer's Use & Care Manual for Fiberglass Swimming Pools ("Owner's Manual"), and installation procedures adopted and approved by Manufacturer.
  - Manufacturer has received payment in full for said Pool.
  - Manufacturer is notified in writing within seven (7) days of discovery of a condition potentially covered by the Warranty. Such notification must be sent via registered mail to the address listed on this Warranty. Failure to provide such written notice shall constitute a waiver of any obligation of Manufacturer to perform under this Warranty.
  - Buyer cooperates with Manufacturer and provides access to the Pool during normal business hours.
  - The Pool remains full of water at all times. THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES.
  - The pool is used and maintained in accordance with the Owner's Manual.
- COVERAGE OF THE STRUCTURE:** Manufacturer warrants the Pool against leaking due to structural failure, as defined below, caused by faulty workmanship or materials used in the manufacture of the shell for as long as the original Buyer at retail owns the Pool. For purposes of this Warranty, "structural failure" shall be defined as water loss due to fracture, void, crack, or other similar separation of the Pool which arose from a defect in the Manufacturer's workmanship or materials, and which did not result from and/or arise due to the excluded occurrences, circumstances, situations, causes and/or contributing factors identified in the "LIMITATIONS AND EXCLUSIONS" section below. Manufacturer only warrants the Pool to hold water.
- COVERAGE OF THE SURFACE:** The surface finish of the Pool (the cosmetic gelcoat finish, referred to as the "Surface Finish") is warranted against osmotic blistering due to defects in materials or workmanship for 15 years as long as the original Buyer at retail owns the Pool.
- LIMITATIONS AND EXCLUSIONS:** Manufacturer does not warrant against and this Warranty does not cover:
  - Failure resulting from improper installation, which is defined as a failure to comply with any of the following
    - applicable state and local building codes,
    - standards published by the Association of Pool and Spa Professionals (APSP),
    - the Owner's Manual, and
    - installation procedures adopted and approved by Manufacturer.
  - Damage to or failure resulting from the installation of any additional equipment or attachments to the Pool such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides, or any other accessories.
  - Damage to or failure resulting from the installation or use of any attendant structures to the Pool such as decks, concrete, waterfalls, fountains, or spas.
  - Damage to fencing, grass, shrubbery, driveways, walks, trees, patios, water or other improvements occasioned in the course of making any repairs or replacements made pursuant to this Warranty, except where gross negligence occurs on the part of Manufacturer or its representatives in the course of making such repairs.
  - Damage or failure resulting from improper or unauthorized draining of the Pool or the rising of the ground water table above the Pool water level.
  - Loss or cost of replacement of water or chemicals replacement, or other similar losses, which may arise due to the structural failure.
  - Repairs made by any other party other than an authorized representative of the Manufacturer, or a contractor approved by Manufacturer.
  - Costs associated with removal of the Pool and/or installation of a replacement Pool.
  - Fading, staining, discoloration, cracking or in any manner changing appearance or texture of the Surface Finish other than osmotic blisters.
  - Discoloration or deterioration caused by abnormal use of the Pool, failure to maintain proper water chemistry, failure to follow the instructions in the Owner's Manual, or other negligence.
  - Any damage caused or contributed to by accident, negligence, abuse, misuse, act of God, or act of nature (including, but not limited to, flooding, fire, settling of soil, or shifting of earth).
  - Any damage caused by Buyer's failure to provide reasonable and necessary maintenance to the Pool.
  - Any damage due to runoff water or from the failure to drain rainwater away from the pool and deck area.
  - The horizontal beam of the Pool ("Beam") is not considered part of the Pool Surface Finish for warranty purposes. The Manufacturer recommends and assumes that the Pool Beam will be covered by cantilever deck, stone, brick pavers, or other suitable coping material. Color variances, crazing, mold marks, spider cracks, chips, or other inherent blemishes in the Beam are not cause for rejection or Warranty claim.
  - When a cosmetic or surface repair is performed by Manufacturer, potential shade and/or color variance may be observable and will be deemed acceptable in satisfaction of this Warranty.
  - In the event of a claim under this Warranty, Buyer agrees that time is not of essence. Manufacturer will not compensate for loss of use, inconvenience, or replacement cost to refill Pool or chemically condition Pool water resulting in any Warranty repair.
- RECEIPT OF LITERATURE:** Buyer warrants and represents that it has read and understood all of the literature published and/or distributed by Manufacturer with regard to the subject Pool, including but not limited to the Owner's Manual, and agree to adhere to the recommendations and requirements included in such literature.
- PERFORMANCE:** In the event of structural failure, as defined above, Manufacturer (or its authorized agent) shall repair or replace the Pool shell to restore its structural integrity, defined as the Pool's ability to hold water. The choice of repairing or replacing the Pool shall be at the discretion of the Manufacturer. In the event of osmotic blistering of the Surface Finish, as defined above, Manufacturer or its authorized agent shall have the option at its sole discretion of repairing the affected area of the Pool or providing a replacement Pool. In the event of Pool replacement due to structural failure or osmotic blistering, Manufacturer shall not be liable for any costs associated with removal/disposal of the failed Pool or installation of the replacement Pool, including but not limited to transportation and lodging costs associated with delivery of the replacement Pool. Repairs may require modification in length, width, depth, color, or texture of the Pool. In the event of repair, Buyer is responsible for draining and bracing the Pool, and removing all hydrostatic (ground water) from around Pool.
- This warranty is transferable one time to the subsequent Purchaser of property where pool is located, provided that:
  - SwimUSA Pools is notified in writing within (30) days of the property purchase date.
  - The original purchaser must pay a one-time non-refundable transfer fee of \$350.00 payable to SwimUSA Pools
  - The pool must be inspected and approved for transfer by an authorized SwimUSA Pools representative or agent
- VOIDING OF THIS WARRANTY:** THE POOL IS DESIGNED TO REMAIN FULL OF WATER AT ALL TIMES. Failure to maintain the water level above the skimmer outlet of the Pool will void the Warranty.
  - Do not allow pool to overflow or water drainage to overrun deck into the pool.
  - Keep run off water away from pool areas to reduce hydrostatic (ground water) pressure. Manufacturer will not be held responsible for unforeseen problems or circumstances that arise from inadequate site drainage.
- LIMITATIONS ON DAMAGES:** MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE POOL, LOSS OF TIME, OR INCONVENIENCE. Some States do not allow the exclusion or limitation of incidental or consequential damages and the above limitations or exclusions may not apply to you.
- EXCLUDED WARRANTIES:** THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN, ORAL, OR IMPLIED AND MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF MANUFACTURER. IN EXCHANGE FOR THIS LIMITED WARRANTY ISSUED TO BUYER, BUYER ACKNOWLEDGES MANUFACTURER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES PERTAINING IN ANY WAY TO ANY WORK, LABOR OR MATERIALS PROVIDED UNDER THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SHOULD MANUFACTURER BE FOUND TO MAKE ANY WARRANTY BY OPERATION OF LAW OR OTHERWISE, OTHER THAN IS STATED HEREIN, THE DURATION THEREOF IS LIMITED TO ONE YEAR FROM THE DATE OF THE ORIGINAL SALE AND REMEDIES THEREUNDER ARE LIMITED TO REFUND, REPAIR OR REPLACEMENT AT THE OPTION OF MANUFACTURER. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
- DISPUTE RESOLUTION AND ARBITRATION.** ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE) BETWEEN BUYER AND MANUFACTURER (including Manufacturer's affiliates, employees and agents) arising from or relating in any way this Warranty shall be submitted to arbitration for resolution. The arbitration shall be administered by the American Arbitration Association (AAA) and arbitration proceedings shall be governed by the commercial arbitration rules of AAA in effect at the time the claim is filed. The arbitration proceeding will be limited solely to the Buyer's individual dispute or controversy and Buyer agrees to an arbitration on an individual basis. All arbitration proceedings shall be held in Wilmington Delaware. Neither Buyer nor manufacturer will have the right to have a jury trial on any claim that is resolved in arbitration. Discovery any rights of appeal are generally more limited in arbitration than in a lawsuit and other rights applicable in court may not be available in arbitration. In any dispute, NEITHER BUYER NOR MANUFACTURER SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Information on AAA and its applicable rules are available at the following phone number and URL: American Arbitration Association, (800) 778-7879, www.adr.org

Homeowner Signature \_\_\_\_\_

Date \_\_\_\_\_

Authorized SwimUSA Pools Signature \_\_\_\_\_

Date \_\_\_\_\_

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