

Leisure Pools Fiber-Reinforced Composite Pool Limited 35 Year Warranty

Leisure Pools USA Trading Inc. (referred to as "Leisure Pools") does hereby warrant its Fiber-Reinforced Composite Pool only upon this express limited warranty to the original purchaser only on the following terms:

1. 35 Year Structural Warranty

Leisure Pools warrants the structural soundness of its Fiber-Reinforced Composite Pool against water loss due to defects in workmanship and materials for 35 years to the original purchaser and or the first subsequent owner.

2. 15 Year Surface Warranty

Leisure Pools warrants the surface finish of its Fiber-Reinforced Composite Pool against discoloration, staining, excessive fading, blistering, and surface yellowing due to defects in workmanship and materials for 15 years from the date of manufacture on the condition that over time with exposure to climatic and chemical conditions reasonable and gradual surface and color degradation may occur. The coping of the pool is not considered part of the pool surface for warranty purposes. If not covered with a suitable decking product, the coping may suffer accelerated weathering, scratching, cracking, chips and blemishes and accordingly is specifically excluded for warranty purposes.

3. One time Transferrable Warranty

To take advantage of the one time one time transferable warranty, you must write to Leisure Pools, 3567 South IH 35 S, New Braunfels, Texas 78132 to request the warranty transfer package. This warranty transfer package is available for a one time fee of \$250.00. This warranty transfer package includes an on site inspection by an approved Leisure Pools representative and must be done and completed within (90) days of the date the property where the Product was originally installed was transferred to the subsequent owner. The original purchaser must have properly completed the Warranty Registration at the time of product purchase for the Warranty or Warranty Transfer Package to be valid. The transfer of the warranty is subject to the acceptance by Leisure Pools of the on site inspection.

4. Exclusions to Structural and Surface Warranty

This limited warranty is void if:

- a. the Fiber-Reinforced Composite Pool is damaged or altered as a result of acts of nature including but not limited to earthquake, ground movement, storm or flood; inadequate site drainage, excessive hydrostatic pressure, heavy water flow into Fiber-Reinforced Composite Pool; or
- b. the Fiber-Reinforced Composite Pool is not installed by an authorized Leisure Pools dealer; or
- c. the Fiber-Reinforced Composite Pool has been subject to any alteration, neglect, misuse or abuse; or
- d. the Fiber-Reinforced Composite Pool is emptied by more than 30% of the water capacity of the pool without the written approval of Leisure Pools; or
- e. the Fiber-Reinforced Composite Pool is allowed to overflow with water; or
- f. the water chemistry in the Fiber-Reinforced Composite Pool is allowed to get outside of standard operating water conditions causing damage to the surface of the Fiber-Reinforced Composite Pool; or
- g. the owner does not notify Leisure Pools in writing within 7 days of becoming aware of a potential structural or surface warranty claim; or
- h. the owner does not provide Leisure Pools or its agents or sub-contractors access to the Fiber-Reinforced Composite Pool during normal business hours

This limited warranty does not cover water loss due to failure of pipe fittings, inlet fittings, outlet fittings, solar connections, manifold, skimmer, hydrostatic valve relief, light fittings or anything connected with the pool. This limited warranty does not cover any equipment used in connection with the Fiber-Reinforced Composite Pool or any other accessories supplied or any surrounds including but not limited to decks, concrete, wood, masonry or any other surround around the Fiber-Reinforced Composite Pool.

5. Warranty Claim

Leisure Pools in its sole discretion will determine if the warranty claim is due to a defect in workmanship or materials or alternatively whether the warranty claim is as a result of the actions or non-action by the installer, customer or some other cause. If Leisure Pools determines that the warranty claim is as a result of defects in workmanship or materials Leisure Pools reserves the right to repair or replace the Fiber-Reinforced Composite Pool. In the event Leisure Pools chooses to replace the Fiber-Reinforced Composite Pool this limited warranty does not include removal or installation of a replacement Fiber-Reinforced Composite Pool. In the event Leisure Pools chooses to repair the Fiber-Reinforced Composite Pool it will repair it so that it can retain water. Any warranty repairs may require modification to the Fiber-Reinforced Composite Pool or texture of the Fiber-Reinforced Composite Pool.

6. Disclaimers

Leisure Pools shall in no event be liable for any personal injury, property damage, direct, indirect, special, incidental or consequential damage or losses of any kind arising from the performance or supply of the Fiber-Reinforced Composite Pool. The liability of Leisure Pools shall not exceed the original amount paid for the Fiber-Reinforced Composite Pool.

7. Limitations

This limited guarantee takes the place of all other warranties, express or implied warranties of merchantable quality and fitness for any particular purpose. All previous representations, understandings and warranties in respect of the Fiber-Reinforced Composite Pool are superseded by this limited guarantee and are of no effect.

By _____

Leisure Pools USA Trading Inc
3567 I H 35 S.
New Braunfels, Texas 78132

Pool Description _____

Dealer _____

Owner _____

Date Installed _____