



WINTER COVER 1 YEAR LIMITED WARRANTY

This Splash SuperPools, Ltd. ("Splash") limited warranty applies only to the original purchaser of a new Splash winter cover for residential use only and from an authorized Splash dealer, and warrants that the components manufactured by Splash, or manufactured specifically to Splash's specifications, are free from manufacturing defects for a period of one (1) year from the date of purchase.

TERMS AND CONDITIONS

1. To validate this Splash warranty, the warranty registration process must be completed and returned within thirty (30) days of purchase. Please visit <http://splashpools.com/register-warranty/> or mail the registration form to:

Splash SuperPools, Ltd., 3912 East Progress Street, North Little Rock, AR 72114

2. To obtain performance under this warranty, first contact Splash's warranty department by calling (800) 927-7527 or via email at warranty@splashpools.com. Upon receiving written authorization from Splash and at the purchaser's expense, the purchaser may be required to ship the winter cover to Splash. If, at the sole discretion of Splash, there is determined to be a manufacturing defect, the winter cover will be repaired or replaced at Splash's option. The winter cover must be sent freight prepaid and be clean and dry, or it may be turned away upon arrival. In all cases, Splash shall make the final determination or responsibility for damage or defect.
3. Freight for the replaced winter cover will be shipped to the original purchaser freight prepaid. A cashier's check, money order or credit card will be required for payment of repairs or replacement components for components that were determined to not contain a manufacturing defect. Payment is required prior to the shipment of the repaired or replacement winter cover.
4. Splash's maximum liability under this warranty shall not exceed the original cost of the covered components. Splash shall not be liable for any incidental or consequential damages arising from the use or defect of any covered component.
5. Splash's sole liability under this warranty is the replacement of the winter cover and shall not be liable for any incidental or consequential damages arising from the use of, or defect in, any Splash products, including but not limited to the cost of labor, water, chemical loss and / or any damages that may occur therefrom.
6. This warranty shall be null and void if the design of the covered component is altered in any way or used in a manner other than for which the component was designed and intended.
7. Splash assumes no responsibility for errors in installation by the purchaser or the purchaser's installer. If the winter cover is installed by someone other than the purchaser, it is the purchaser's responsibility to supervise the installation and ensure that the installation instructions are followed. Damage due to installation errors are excluded from this limited warranty.
8. Failure or refusal of the original purchaser to allow Splash to inspect the potentially defective winter cover at Splash's designated place of business shall render this warranty null and void.
9. Specifically exempted from these warranties are claims arising from:
 - a. Abuse or other conditions exceeding normal use and any use of the product other than the particular use for which the product was intended.
 - b. Discoloration of, or damage to, the components from improper chemical use (e.g., excessive chlorine, excessive biguanides, etc.). Note: Caution should always be used with all chemicals as they can cause damage.
 - c. Damage caused by vandalism or civil disobedience, intentional acts, negligence, malicious mischief, fire, animals, failure to original purchaser to use reasonable care.
 - d. Damage caused by natural disaster, including but not limited to earthquakes, lightning, hurricanes, tornadoes, hail, high winds, etc.
 - e. Damage to the covered components from freezing, ice, snow, rocks, debris, or other sharp objects.
 - f. Color fading, surface rust and/or oxidation, paint chipping from the coated metal structure

Splash's only responsibilities under this warranty are as stated herein. Any dispute or claim arising from the purchase or use of Splash will be subject to arbitration in Little Rock, Arkansas under the rules established by the American Arbitration Association.

THIS WARRANTY, GIVEN BY SPLASH, SUPERSEDES, AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR VERBAL, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE OF THIS CERTIFICATE. SPLASH SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THE THEORY OF LAW. NO REPRESENTATIVE OF SPLASH HAS THE AUTHORITY TO BIND SPLASH WITH ANY REPRESENTATION OR WARRANTY OTHER WHAT HAS BEEN STATED HEREIN.

To obtain performance under this warranty, first contact the Splash Customer Service Center by calling 1-800-927-7527.