



# **Splash SuperPools, Limited**

## **Ten Year Limited Warranty**

The Splash SuperPools, Limited (Splash) limited warranty applies only to the original purchaser of a new Splash SuperStream pool for residential use, for a period of ten (10) years from the date of purchase, and warrants that the components manufactured by Splash, or manufactured specifically to Splash's specifications, are free from manufacturing defects. These components include the metal superstructure, the polyester reinforced water containment membrane, and the skimmer body w/floating weir. Excluded from this warranty are the inlet and outlet fittings, skimmer basket, pump/filter, pump motors, swim jets, all hoses and any optional automatic pool cleaners, pool covers, thermal blankets, fountains, or the like, which may carry their respective manufacturers' standard warranty.

### **TERMS AND CONDITIONS**

1. To validate this Splash Warranty, you may register at our website at [www.splashpools.com](http://www.splashpools.com), you can contact the Warranty department at 800-927-7527 or you can provide your name, address, telephone number, dealer, purchase date, pool model, size and serial number via email to: [warranty@splashpools.com](mailto:warranty@splashpools.com).
2. To obtain performance under this warranty, first contact the Authorized Independent Dealer from whom the product was purchased. The Authorized Dealer, in most cases, is capable of helping to determine if there is a product defect. The Dealer may correct the defect, or help you arrange to send the defective component to Splash for repair or replacement (at Splash's sole discretion). All repair shipments must be sent freight prepaid, or they will be turned away at the factory. If the pool is returned dirty, the customer will be charged for cleaning prior to inspection and repair. In all cases, Splash shall make the final determination of responsibility for damage or defect.

This Limited Warranty provides prorated coverage over a ten (10) year period for SuperStream pool (Note: Any demo pool is not covered under this warranty). The purchaser, at his/her expense, and after proper written authorization from Splash, shall clean, package and send the pool/structure to Splash. If, at the sole discretion of Splash, there is determined to be a manufacturing defect in a covered part, the part(s) will be repaired or replaced at Splash's option.

Any pool or structure found defective in the first five (5) years will be repaired or replaced free of charge. For the next five (5) years, repair or replacement will be based on the prorated selling price by applying the percentage listed below for the appropriate year. During the warranty period, the purchaser shall be responsible for paying the below indicated percentage of the then current manufacturers' list price of the warranty covered item:

6<sup>th</sup> year - 50%      7<sup>th</sup> year - 60%      8<sup>th</sup> year - 70%      9<sup>th</sup> year - 80%      10<sup>th</sup> year - 90%

Freight for the new or repaired part(s) will be billed collect. A cashier's check or money order for payment of the non-covered cost of the new or repaired part(s) will be required prior to the shipment from Splash.

3. Splash's sole liability under this limited warranty is limited to the replacement of the pool and structure. Any pool which requires replacement, may be replaced with a new, repaired, refurbished or "factory second" pool, at the sole discretion of Splash. Any dispute or claim arising from the purchase or use of Splash pools will be subject to arbitration in Arkansas under the laws of the State of Arkansas.
4. Splash assumes no responsibility for errors in installation by the purchaser or any installer. If the pool is installed by other than the purchaser, it is the purchaser's responsibility to supervise the installation to insure that the Splash installation instructions are followed. This Limited Warranty will not cover damage to the pool due to installation errors.
5. Failure or refusal of the purchaser to allow the Splash Authorized Dealer and/or Splash to inspect the product claimed defective (at dealer's and/or Splash's business location) shall render this Limited Warranty null and void.
6. This Limited Warranty shall be null and void if the design of this product is altered in any way. The Splash pool must be assembled according to the factory instructions, with no alterations to any parts. The Splash pools are designed to be installed as an aboveground portable pool for residential use only.
7. Splash 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.
8. Splash has no obligation under the warranty unless the bills for the pool and accessories have been paid in full by the dealer.
9. The following is not covered by this Limited Warranty:
  - a. Discoloration of, or damage to the pool from improper chemical use (e.g.: excessive chlorine, excessive biguanides, etc.).
  - b. Damage caused by vandalism or civil disobedience, intentional acts, negligence, malicious mischief, fire, animals, failure of Owner to use reasonable care; rocks, debris, sharp objects left under the floor of the pool, etc.
  - c. Damage caused by natural disaster, including but not limited to earthquakes, lightening, hurricanes, tornadoes, hail, high winds, etc.
  - d. Damage to your Splash pool from ice or snow. (See recommended Winterization procedure in the Owners Manual.)
  - e. An empty pool left standing is exposed to potential severe damage; such damage is not covered by this Limited Warranty. If the pool is emptied, it should be disassembled immediately and properly stored.

**THIS LIMITED WARRANTY, GIVEN BY SPLASH, SUPERSEDES, AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, 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 ANY THEORY OF LAW. NO REPRESENTATIVE OF SPLASH HAS ANY AUTHORITY TO BIND SPLASH WITH ANY REPRESENTATION OR WARRANTY OTHER THAN IS STATED HEREIN.**

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