



DOLCE VITA DIVA LIMITED WARRANTY

This Splash SuperPools, Ltd. ("Splash") limited warranty applies only to the original purchaser of a new Splash Dolce Vita Diva for residential use 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. These components include the exterior decorative panels, metal structure, the polyester reinforced water containment membrane ("liner"), pump, skimmer, hoses and fittings and LED light. Excluded from this warranty is the pump, filter heater and any optional automatic cleaners, covers, thermal blankets, or the like, which may carry their respective manufacturers' standard warranty.

TERMS AND CONDITIONS

1. To validate this Splash warranty, the warranty registration process must be completed and returned within twenty (20) days of purchase. Please visit www.splashpools.com/WarrReq.asp 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 the authorized dealer from whom the product was purchased. The authorized dealer, in most cases, is capable of helping to determine if there is a manufacturing defect. The authorized dealer may be able to correct the defect, or help you arrange to send the potentially defective component to Splash for repair or replacement at Splash's sole discretion in accordance with the terms and conditions herein. All shipments to Splash for repair or replacement must be freight prepaid to the address above, or the shipment will be rejected upon arrival. In the event the liner is returned to Splash in a dirty condition, the customer, at Splash's sole discretion, may be charged a fee for cleaning the liner in order to allow it to be effectively inspected and potentially repaired. In all cases, Splash reserves the right to make the final determination with regard to the responsibility for damage or defect.
3. This limited warranty provides coverage over a five (5) year period from the date of purchase from an authorized Splash dealer as specified in Sections 4, 5 and 6 herein. The purchaser, at his or her expense, and after proper written authorization from Splash, shall clean, package and ship the potential defective component to Splash at the address above. If, at the sole discretion of Splash, there is determined to be a manufacturing defect in a covered component, the component(s) will be repaired or replaced at Splash's option.
4. Any metal structure or liner determined by Splash to contain a manufacturing defect during the first five (5) years from the date of purchase will be repaired or replaced free of charge.
5. Any exterior decorative panels determined by Splash to contain a manufacturing defect during the first two (2) years from the date of purchase will be repaired or replaced free of charge.
6. Any skimmer, hoses and fittings or LED light determined by Splash to contain a manufacturing defect during the first year from the date of purchase will be repaired or replaced free of charge.
7. Freight for the return of repaired or replaced components will be shipped to the original purchaser freight collect. 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 components.
8. Splash's maximum liability under this limited 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 including, but not limited to the COST OF LABOR AND/OR CHEMICAL AND/OR WATER LOSS OR ANY DAMAGES THAT MAY OCCUR THEREFROM.
9. Splash's sole liability under this limited warranty is limited to the repair or replacement of the covered components identified herein. Any liner that requires replacement may be replaced with a new, repaired, factory refurbished or factory "second" liner, at the sole discretion of Splash.
10. This limited 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.
11. Normal wear and tear is not covered by this warranty. Splash assumes no responsibility for errors in installation. This limited warranty will not cover damage to the covered components, or complete pool, because of installation on a concrete surface that is out of level by more than 1/2 inch. Splash assumes no responsibility for damage to the liner and metal structure as a result of the Dolce Vita Diva being installed on a concrete surface that is not capable of fully supporting the weight of the Dolce Vita Diva (filled with water) and equipment on a gross and per square foot basis.
12. Failure or refusal of the original purchaser to allow the authorized Splash dealer and/or Splash to inspect the potentially defective component(s) shall render this limited warranty null and void.

13. The following anomalies are not considered to be indicators of defect and may occur over time: color fading, surface rust and/or oxidation, paint chipping from the coated metal structure. The following anomalies are not considered to be indicators of defect and may occur in the liner, exterior decorative panels: minor variations in weight, thickness, height and color.
14. 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 ice, snow, rocks, debris, or other sharp objects.
 - f. The metal structure and pool liner left erected when the pool has been emptied is exposed to potential severe damage; such damage is not covered by this limited warranty.

Splash's only responsibilities under this limited 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 LIMITED 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.