



7 Year Limited Warranty

This Warranty Document is provided to the original purchaser (only) of a Titan3 Pool. It is provided to advise the new TitanPool3 Owners of their rights under this Limited Warranty. It is important to fill out the Warranty Registration Card and mail it in to Splash SuprPools Limited (Splash), in order to activate the Warranty. Failure to register within 30 days of the purchase date could void your warranty. To file a claim under this warranty, you will need to provide a copy of your original sales receipt, and proof of your identity. This Warranty is not transferable.

This Warranty covers the following Items:

Swimming Pool liner-leakage and structural failure due to defective membrane or metal – Seven (7) Year Prorated
Inlet & Outlet Fittings, Skimmer, Hoses and valves - One year Prorated
Pump, Filter and Accessories- See that Product's Manufacturer's Warranty for their instructions.

What do you need to do to exercise this Warranty?

1. Contact your Titan3 Dealer to provide information regarding your potential claim. In most cases, your Dealer can resolve the problem. If your Dealer is not sure of the claim, or feels that it may be a warrantable claim, he will help you arrange shipment to the Splash Warranty Center. Remember, the Pool Owner is responsible for the freight charges to send the part to the Warranty Center, and for the return shipment.
2. Furnish Proof of purchase receipt, and warranty registration, showing proof as original purchaser.
3. Be willing to take the pool down and return it to the Splash Warranty Center, and to re-set the pool up after its return from the Warranty Center.

What is covered under this Warranty?

1. The Splash Warranty Center determines that the pool leaks due to a manufacturing defect or defective membrane. Remember, weeping or sweating is not considered a leak.
2. A Metal Structural part fails, or rusts thru to potential failure.
3. Plastic parts that crack, break and leak due to weathering or structural loading.
4. If, at the sole discretion of Splash, there is determined to be a manufacturing defect that led to a pool leak or structural problem in a covered pool part, the part(s) will be repaired or replaced at Premier's option.
5. Splash's sole liability under this warranty is limited to the repair or replacement of the pool and/or structure. Any pool which requires replacement, after the first (1st) month following purchase, may be replaced with a new, repaired, refurbished or "factory second", which is comparable to the pool returned, at Splash's sole discretion. Any dispute or claim arising from the purchase or use of the Titan3 Pools will be subject to arbitration in Arkansas under the laws of the State of Arkansas.
6. Prorated means- Pool owner will be responsible to pay the Splash Warranty Center a percentage of the purchase price of the part repaired or replaced under warranty based on the age of the pool, as follows:

First Yr (10%) 2nd -3rd Yrs (30%) 4th -5th Yrs (60%) 6th - 7th Yrs (90%) 8th - (100%)

What is Excluded from the Warranty?

1. Owner's negligence, misuse, abuse, faulty installation or structural support.
2. Improper use of chemicals, improper chlorination resulting in discoloration or deterioration of the Pool liner.
3. Acts of Nature, circumstances beyond Premier's control, including, but not limited to: vandalism, acts of war or terrorism, etc.
4. Liability 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.
5. Any accident, injury, or damages incurred in the use of the pool.
6. Any pool used for Commercial or Institutional purposes.

THIS EXCLUSIVE LIMITED WARRANTY 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 DOCUMENT. SPLASH SUPERPOOLS, LIMITED SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LAW. NO REPRESENTATIVE, OR DEALER OF Titan3 POOLS OR SPLASH HAS ANY AUTHORITY TO BIND SPLASH WITH ANY REPRESENTATION OR WARRANTY OTHER THAN IS STATED HEREIN.

Rev 6/2/08

**Titan3 Pools
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