



Pool Ladder

5 YEAR PRORATED LIMITED WARRANTY

The *Splash SuperPool, Omega & Alpha Pool Ladder* Limited Warranty applies only to the original purchaser of a new *Splash SuperPool, Omega & Alpha Pool Ladder* for residential use and commences on the date of purchase. The metal components are covered, under this warranty, for a period of five (5) years (prorated); the plastic components are covered for a period of four (4) years (prorated), and Splash SuperPools Limited warrants that the components are free from manufacturing defects.

TERMS AND CONDITIONS:

1. To validate this Splash SuperPool, Omega & Alpha Pool Ladder Warranty, the warranty registration card must be completed and returned within 30 days of purchase. Please mail to:
Splash Pools Attn: Warranty Registration, 3912 East Progress Street, North Little Rock, AR 72114
2. To obtain performance under this warranty, first contact your Splash SuperPool, Omega & Alpha Pool Dealer, from whom the Ladder was purchased. The Dealer, in most cases, is able to help you to determine if there is a product defect. The Dealer may correct the defect, or help you arrange to send the defective component, along with proof of purchase, to Splash's warranty center for repair or replacement (at the Warranty Center's sole discretion). If the ladder is returned dirty, the customer will be charged for cleaning prior to inspection and repair.
3. Any Splash SuperPool, Omega & Alpha Pool Ladder component found to be defective will be repaired or replaced, in accordance with the warranty terms.
4. The following schedules indicate the customer's responsibility for cost (based on the original purchase price) of repair and/or replacement, during the duration of the warranty. In all cases of warranty claims, the customer's payment shall be made directly to the Warranty Center, not to the Dealer. The five (5) year proration is in accordance with the following schedule: End of 1st yr-15%, 2nd yr- 30%, 3rd yr- 60%, 4th yr-80%, 5th yr-100%. The four (4) year proration is in accordance with the following schedule: End of 1st yr-15%, 2nd yr- 40%, 3rd yr- 70%, 4th yr-100%.
5. Splash's sole liability under this limited warranty is limited to the repair or replacement of the ladder. Any dispute or claim arising from the purchase or use of Splash SuperPool, Omega & Alpha Pool Products will be subject to Arbitration in Arkansas, under the laws of the State of Arkansas. SuperPool, Omega & Alpha Pool, Splash or its suppliers shall not be liable for any incidental or consequential damages arising from the use of, or defect in, any Splash SuperPool, Omega & Alpha Pool Products, including, but not limited to injury, the cost of damage to the pool, or adjacent property. The customer shall be responsible to regularly inspect the pool and ladder for signs of excessive wear or degradation and to contact the Dealer as needed.
6. Splash SuperPool, Omega & Alpha Pool/Splash assumes no responsibility for errors in installation by the purchaser or any installer. If the ladder is installed by other than the purchaser, it is the purchaser's responsibility to supervise the installation to insure that the Splash SuperPool, Omega & Alpha Pool Splash installation instructions are followed. This Limited Warranty will not cover damage to the pool, injury, or damage to surrounding environment due to installation errors.
7. This Limited Warranty shall be null and void if the design of this product is altered in any way. The Splash SuperPool, Omega & Alpha Pool ladder must be assembled according to the factory instructions, with no alterations to any parts. The Splash SuperPool, Omega & Alpha Pool ladder is designed for installation only on Splash SuperPool, Omega & Alpha Pool above ground pools.
8. Splash SuperPool, Omega & Alpha Pool /Splash expressly reserves the right to change or modify the design and/or construction of this product in the course of our manufacturing procedures, without incurring any obligation of liability to furnish or install such changes or modification to products previously or subsequently sold.

THIS LIMITED WARRANTY, GIVEN BY SPLASH SUPERPOOLS LIMITED & AND IT'S SUPPLIERS, 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 SUPERPOOLS LIMITED SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LAW. NO REPRESENTATIVE OF SPLASH SUPERPOOLS LIMITED HAS ANY AUTHORITY TO BIND SPLASH SUPERPOOLS LIMITED WITH ANY REPRESENTATION OF WARRANTY OTHER THAN IS STATED HEREIN.