



5 YEAR LIMITED / PRO-RATED WARRANTY

This Splash SuperPools, Ltd. ("Splash") limited and pro-rated warranty applies only to the original purchaser of a new pool for residential use only directly from Splash, 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 structure, the polyester reinforced water containment membrane ("pool liner"), skimmer, hoses and included fittings. Excluded from this warranty are any other equipment and accessories, including ladders, Foot Blocks (rectangular pool only), pumps and filters, automatic cleaners, pool 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 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 contact Splash directly. 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 pool liner is returned to Splash in a dirty condition, the customer, at Splash's sole discretion, may be charged a fee for cleaning the pool 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 warranty provides coverage from the date of purchase from Splash as specified in Sections 4 and 5 herein. The purchaser, at his or her expense, and after proper written authorization from Splash, shall clean, package and ship the potentially 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. **Pool Liner & Metal Structure Five (5) Year Limited & Prorated Coverage.** Any pool liner or metal structure 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, excluding shipping and handling charges. For the remainder of the warranty, repair or replacement will be based on the prorated selling price by applying the percentages listed below in this Section 4 for the appropriate year. During the warranty period, the original purchaser shall be responsible for paying the below indicated percentages of the then current manufacturer's list price of the covered component:

Year 2	Year 3	Year 4	Year 5
15%	30%	60%	80%

5. **Included Accessories One (1) Year Limited Coverage.** Any skimmer, hoses and included fittings 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, excluding shipping and handling charges.
6. Freight for the return of repaired or replaced components 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 components.
7. 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 including, but not limited to the COST OF LABOR AND/OR CHEMICAL AND/OR WATER LOSS OR ANY DAMAGES THAT MAY OCCUR THEREFROM.
8. Splash's sole liability under this warranty is limited to the repair or replacement of the covered components identified herein. Any pool liner that requires replacement may be replaced with a new, repaired, factory refurbished or factory "second" pool liner, at the sole discretion of Splash.
9. 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.
10. Failure or refusal of the original purchaser to allow Splash to inspect the potentially defective component(s) at Splash's designated place of business shall render this warranty null and void.
11. Specifically exempted from these warranties are claims arising from:
 - a. Normal wear and tear is not covered by this warranty, including corrosion resulting from salt water and salt chlorine generation systems.
 - b. Splash assumes no responsibility for errors in installation by the purchaser or any installer. If the pool is installed by someone other than the purchaser, it is the purchaser's responsibility to supervise the installation and to ensure that the installation instructions provided in the respective Splash user's manual are followed.
 - c. Abuse or other conditions exceeding normal use and any use of the product other than the particular use for which the product was intended.
 - d. 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.
 - e. Damage caused by vandalism or civil disobedience, intentional acts, negligence, malicious mischief, fire, animals, failure to original purchaser to use reasonable care.
 - f. Damage caused by natural disaster, including but not limited to earthquakes, lightning, hurricanes, tornadoes, hail, high winds, etc.
 - g. Damage to the covered components from freezing, ice, snow, rocks, debris, or other sharp objects.
 - h. 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 warranty.
 - i. Color fading, surface rust and/or oxidation, paint chipping from the coated metal structure.
 - j. Minor variations in weight, thickness, height and color of the pool liner.

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.