

**ALAGLAS POOLS
Limited Lifetime Warranty**

To ORIGINAL RETAIL BUYER

CONDITIONS

THIS LIMITED WARRANTY IS OFFERED BY ALAGLAS POOLS, HEREAFTER TERMED "WARRANTOR," AND IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Only the ORIGINAL RETAIL BUYER of an Alaglas fiberglass pool shell may enforce the following NON-TRANSFERABLE LIMITED WARRANTY. As used throughout this warranty document, the term "ORIGINAL RETAIL BUYER" refers to the person who initially purchases an Alaglas pool from a currently authorized Alaglas dealer in a retail sale, and not principally for the purpose of resale. This LIMITED WARRANTY is not offered to any person other than the ORIGINAL RETAIL BUYER of an Alaglas pool and may not be enforced by anyone asserting the protection or application of this LIMITED WARRANTY under a claim of transference, conveyance, or any other means of receipt of this LIMITED WARRANTY from the ORIGINAL RETAIL BUYER. This following NON-TRANSFERABLE LIMITED WARRANTY does not apply to pools which are used for purposes other than ordinary recreational swimming activities.

SWIMMING POOL SHELL

Warrantor warrants the Alaglas fiberglass pool shell to the ORIGINAL RETAIL BUYER for a period of fifty (50) years from the date of installation, under normal use. The Alaglas fiberglass pool is warranted only against leaking caused by the structural failure of the shell due to faulty workmanship or materials used in the manufacture of the pool shell. Any failure of the shell to retain water shall be repaired so that it will hold water, at no charge to the buyer. The term "structurally sound" means that the fiberglass shell is capable of containing and retaining water without water loss due to a crack in the structure.

Warrantor finish coat or gelcoat or granicoat is warranted against osmotic blistering for a total period of ten (10) years. This warranty excludes discoloration and/or staining due to local water, wrong use of chemicals, or lack of cleaning.

LIMITATIONS

No warranty extends to any part of the swimming pool, its equipment or appurtenances thereto which are caused by any of the following conditions or events:

1. Defects or failures caused by abuse, lack of reasonable care, lack of necessary maintenance, improper operation, vandalism, acts of God, or normal wear.
2. Damages or failures to plumbing lines, filter, motors and pumps caused by freezing.
3. Discoloration, staining cracks and imperfections in pool deck and concrete products. Only cracks exceeding in width the thickness of a quarter will be repaired by Alaglas Pools at no cost to the original buyer within the limited warranty period.
4. Damages or failures caused by surface or subterranean drainage under or around said pool or earth fill movement, explosions, wrecking, expansive soil and the like, and not occasioned by Alaglas Pools.
5. This limited warranty will be voided in the event of unauthorized drainage of the pool below the skimmer outlet. The fiberglass pool shell may crack or buckle if the water level falls below the skimmer outlet. Do not drain the pool yourself or allow any unauthorized person to drain it.
6. Warrantor makes NO warranty regarding any decking installed or used in connection with the Alaglas pool shell, whether such decking is constructed of concrete, wood, masonry, or any other material. This includes, but is not limited to, warranty against cracking, chipping, heaving, settling, separating, crumbling, splitting, or warping.
7. Warrantor does not warrant pool attachments, accessories, or other equipment or supplies purchased by Warrantor from other manufacturers or suppliers and used or sold in connection with the installation of the Alaglas pool shell. Buyer must look to these other manufacturers or suppliers of such attachments, accessories, equipment, or supplies for warranty protection and, in the event of defects, for repair, replacement, or other remedies.
8. Warrantor does not warrant the Alaglas fiberglass pool shell against defects resulting from the Buyer's failure to provide reasonable and necessary maintenance, including but not limited to, maintaining proper chemical balance.
9. With respect to installation, Warrantor does not warrant the Alaglas fiberglass pool shell in any manner whatsoever unless the installer strictly complies with specifications approved by Warrantor. Failure to adhere to those specifications released Warrantor from all obligations to Buyer under this written warranty and any other express or implied warranty.
10. Warrantor does NOT warrant the Alaglas pool shell in any manner whatsoever if repairs or replacements to the pool shell is made by anyone other than a representative authorized by Warrantor to effect repair and replacement under the terms of the LIMITED WARRANTY.
11. Warranty does NOT warrant the Alaglas fiberglass pool shell for damage resulting from misuse, accident, or acts of God including, but not limited to, flood land slides, and earthquakes, nor improper installation, dealer storage, or transportation.

BUYER'S DUTY IN THE EVENT OF BREACH

In the event of breach of this LIMITED WARRANTY, buyer must notify WARRANTOR of the defect within fifteen (15) days of its discovery by registered mail sent to the below listed Alaglas Manufacturing Plant. Prior to commencing any repair or replacement of the pool shell, Buyer must obtain from Warrantor, in writing, the name of the representative authorized by Warrantor to effect repair or replacement under the terms of the LIMITED WARRANTY. Warrantor agrees to promptly provide Buyer with this information in writing.

BUYER'S DUTY TO READ POOL MAINTENANCE MANUAL

The Buyer has an express duty to read and follow the specific pool care instructions in the Pool Maintenance Manual provided with this LIMITED WARRANTY. The Pool Maintenance Manual not only discusses the danger of draining the pool - as noted in Item 5 above - but also warns against such practices as using pool chemicals and maintenance treatments which are acceptable for non-fiberglass pools but which may cause damage or discoloration to a fiberglass pool. Failure of the Buyer to maintain the Alaglas fiberglass pool in accordance with the instructions in the Pool Maintenance Manual will render this LIMITED WARRANTY **null and void**.

WARRANTOR'S DUTY TO REPAIR OR REPLACE

In the event a leak occurs in an Alaglas Fiberglass Pool shell as a result of faulty workmanship or material used during manufacture, Warrantor agrees to repair or replace the defective shell within a reasonable time. The choice of repairing or replacing will be at the sole discretion of the Warrantor. If the Warrantor elects to replace defective shell, Warrantor will replace, at its option, all such replacement shells with shells which are identical or reasonably equivalent to the original warranted shell. Alaglas specifically reserves the right to alter design specifications and discontinue models. All repairs or replacement shells will then be warranted for the unexpired portion of the warranty. Warrantor's duty under this LIMITED WARRANTY shall extend **ONLY** to repair or replacement of the defective shell. Warrantor is under no duty to refund any or all of the purchase price of the pool.

In the event the Warrantor elects to replace a pool shell, the Warrantor agrees to use reasonable care in installing the replacement shell. Warrantor accepts no responsibility for any resulting damage to surrounding or adjacent landscaping or fencing sustained during the removal of the defective shell and/or the installation of the replacement shell. The cost of transporting the replacement shell to the installation site shall be borne by the Warrantor. Warrantor warrants the replacement shell only against leaking caused by structural failure of the shell due to faulty workmanship or materials used in the manufacture of the pool shell.

IN NO EVENT SHALL WARRANTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND PROPERTY DAMAGE) RESULTING FROM THE BREACH OF ANY PROVISION OF THIS WARRANTY, WHETHER OR NOT OCCASIONED BY WARRANTOR'S NEGLIGENCE, EVEN IF WARRANTOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IMPLIED WARRANTIES

The duration of any and all implied warranties, including warranties of merchantability and fitness for a particular purpose is limited to the duration of the written warranty made herein on the Alaglas fiberglass pool shell only.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EXCLUSIVE WARRANTY

The LIMITED WARRANTY constitutes Warrantor's exclusive warranty regarding Alaglas fiberglass pool shells. Any and all representations, promises, warranties, or statements made by any person or entity other than Warrantor - including but not limited to Warrantor's agents, dealers, or authorized representative - shall have no force or effect whatsoever if such representations, promises, warranties, or statements differ from the contents of this LIMITED WARRANTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

WARRANTY REGISTRATION FORM

This WARRANTY REGISTRATION FORM must be completely filled out and signed by the Buyer of an Alaglas fiberglass pool shell and returned within ten (10) days of purchase of the pool to the below listed Alaglas Manufacturing Plant.

Completing and submitting this WARRANTY REGISTRATION FORM in accord with the above instructions is a condition precedent to coverage and performance under the LIMITED WARRANTY. Failure of the Buyer to complete and submit the WARRANTY REGISTRATION FORM as required above will render this LIMITED WARRANTY null and void.

A copy this warranty has been made available to the purchase during the sales presentation.

All notices to Alaglas Pools made under this LIMITED WARRANTY should be directed to: