

Gold Series

40 YEARS LIMITED WARRANTY

TERMS AND CONDITIONS

The pool components of your pool have been manufactured by Wilbar International with great care and in compliance with the highest manufacturing specifications. They have met quality control testing at every stage of production in order to insure you of the highest quality material. Strict quality control allows us to offer you the best pool components on the market as well as the most extensive warranty possible.

NATURE AND EXTENT OF THE WARRANTY

We fully warrant for the first 2 years that metal parts will be free of penetrating corrosion or defect in workmanship. We also fully warrant that the resin parts will not crack, peel, rot, or deteriorate as a result of defects in workmanship. Wilbar International warrants, to the initial purchaser, that it will promptly replace or repair, at its option, imperfect or defective pool components. The present warranty is not negotiable.

Any merchandise with proven manufacturing defects AS SPECIFICALLY STATED ABOVE in the first two years, will be replaced free of charge, freight collect. The next 38 years, parts found to be defective, AS SPECIFICALLY STATED ABOVE will be repaired or replaced at a pro-rated cost equal to the percentages on the then existing manufacturer list prices, as shown on the reverse of this warranty.

This warranty only covers the structure of the pool. See separate warranty for liner.

IMPORTANT: Misuse of your above ground swimming pool may result in crippling injury and/or other dangers to life and health. This pool is not designed for diving and jumping. Do not use slides, diving boards or any other platform or object which can be used for improper pool entry. Use only an approved above ground swimming pool ladder to enter and exit your pool. It is your responsibility to secure your pool against unauthorized, unsupervised or unintentional entry. Always obey safety rules. Always supervise pool when in use.

TERMS AND CONDITIONS OF THE WARRANTY

The present warranty will be effective provided that the following conditions have been respected:

1. Structure, pool liner and pool components must have been installed, used and maintained in accordance with the procedures outlined in the instructions manual.
2. Claimant must produce a copy of the original sales contract with six pictures of the defective pool components, taken from different angles (pictures will not be returned).
3. Owner will be subject to all costs for transportation of the defective or replacement pool components and/or accessories.
4. Damages to the pool components do not result from improper care or negligence on the part of the owner.
5. All claims relative to this warranty must be submitted via the following website: www.mypoolwarranty.com.
6. Pool components and/or accessories will not be accepted by Wilbar International unless a specific request has been made by the manufacturer to this effect and unless they have been previously cleaned.
7. Any modifications to the structure, wall and liner will cancel the present warranty.

LIMITATIONS OF THE WARRANTY

The present warranty does not cover the following:

- a) Damages caused to the material or costs of labor related to the installation or dismantling of the pool, the liner or the accessories, nor reimbursement for any other labor costs or materials which may be deemed necessary or desirable.
- b) Damages caused by water leakage, chemical products or heating system, nor replacement of any object damaged or any loss as a result of the preceding.
- c) Personal or material damage of any nature.
- d) Damages caused by ice, ice displacement, fire, animals, vegetation, vandalism or acts of God.
- e) Damages resulting from normal life-expectancy of pool components.
- f) The warranty is null and void if the design of this product is altered in any way. This pool is designed to be installed as an above ground pool. Improper installation voids the warranty. Installation below ground level or leaving the pool empty will void this warranty.
- g) Corrosion around and beneath the skimmer which includes the square skimmer opening and the round return opening are specifically not warranted. Refer to the skimmer maintenance instructions as well as the pool instructions.

Losses or damages caused by freezing and thawing, by ice or ground shifting and by pool leakage are not covered by this limited warranty. In order to reduce these damages or losses, it is important to follow the maintenance instructions relating to the preparation of your pool for the winter season. Although you may follow these instructions, Wilbar International cannot warrant that damages will not occur.

**PERCENTAGE OF THE SUGGESTED LIST PRICE TO BE PAID BY ORIGINAL PURCHASER
AT TIME OF REPLACEMENT**

| | |
|--------------------------------|-----|
| During the first & second year | 0% |
| During the third year | 35% |
| During the fourth year | 40% |
| During the fifth year | 45% |
| During the sixth year | 50% |
| During the seventh year | 60% |
| During the eighth year | 65% |
| During the ninth year | 70% |
| During the tenth year | 75% |
| Eleventh thru fortieth year | 80% |

*** There will be a 10% Service and Handling Charge on the list price of all items ordered

TIPS ON THE CARE OF POOL COMPONENTS

The pool components of your pool require a minimum of care in order to ensure their durability. Be sure to observe the following recommendations:

1. Never allow your pool to stand empty of water.
2. Before winter sets in, make sure all leaks have been repaired to eliminate any danger of shifting ice or liner displacement. IT IS NOT RECOMMENDED TO REMOVE LINER FROM POOL FOR WINTER.
3. The pool components of your swimming pool should be placed aboveground; it cannot support, either vertically or laterally, structure material or construction other than those of the pool. This warranty will be null and void in case of non-compliance with the above. It is therefore forbidden to install the pool elsewhere than on the ground or to attach decking, cabana, roofing, etc. to it.
4. Skimmer gaskets must be replaced when they become defective, water must not be permitted to run continually down the wall, if neglected pool will break.

Refer to the instructions manual which includes a section on pool maintenance.

This warranty excludes all other implied or statutory warranties upon which this frame and wall are sold. It is further agreed and understood that our liability shall be limited to the agreement to repair or replace the merchandise as foresaid, all damages whether proximate or not and warranties statutory, implied or otherwise, being expressly waived by the purchaser.

In the event of replacement and/or repair under this warranty, this said warranty will carry on: the original date of installation will prevail over the date of replacement and/or repair. By purchasing this pool, buyer agrees to all the terms and conditions of this contract created by this warranty. IF REPLACEMENT PARTS HAVE BEEN DISCONTINUED, ANOTHER COMPARABLE PART WILL BE SUPPLIED AT MANUFACTURER DISCRETION.

CAUTION

**It is strictly forbidden to dive or to jump into an aboveground pool.
Serious injuries may result.**

This swimming pool is not designed for diving or jumping. Dangerous and fatal injury can result from diving in this pool! Warning signs are provided and must be displayed prominently as per instructions or this warranty will be null and void. If labels become discoloured or unreadable, new labels will be supplied free of charge. Contact consumer warranty department.

To warranty the pool components of your pool, please go on-line at
www.mypoolwarranty.com and click on "Register Here".

Your product must be registered with Wilbar International
within 30 days of the date of purchase.