

Limited Warranty

S.R. Smith, LLC warrants to the original retail purchaser that products manufactured by S.R. Smith, when properly assembled and installed in accordance with S.R. Smith's assembly and installation instructions, and properly used and maintained, shall be free from defects in material and workmanship for a period of three (3) years from the date of original manufacture. The original retail purchaser must follow the procedure set forth below when submitting a warranty claim. S.R. Smith will repair or replace, at its option, the product, and return it to the owner freight prepaid. Determination of repair or replacement shall be solely at the discretion of S.R. Smith.

The warranty is non-transferable and is subject to the following terms and conditions:

S.R. Smith shall not be responsible for the cost of removal or replacement of any defective S.R. Smith product, nor for any other expenses or for damages which might be incurred in such removal and replacement.

This warranty specifically excludes fading of materials, microbiological staining of diving boards or pool slides and rust or corrosion of any metallic products or parts. Refer to S.R. Smith care and maintenance instructions for regular maintenance and cleaning of S.R. Smith Products. Maintenance instructions can be found at www.srsmith.com/care.php.

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to Acts of God, misuse or abuse, accident or negligence, fire, improper assembly or installation, chipping or flaking of powder or vinyl coatings, or ice damage. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of S.R. Smith, all warranties are void.

IMPORTANT: WEIGHT LIMIT ON DIVING BOARDS, JUMP BOARDS, STANDS, SLIDES, LADDERS AND LADDER STEPS SHALL BE NOT MORE THAN 250 POUNDS. EXCEPTIONS: FRONTIER IV BOARD AND BASE NOT MORE THAN 400 POUNDS. TURBOTWISTER AND TYPHOON SLIDES NOT MORE THAN 275 POUNDS. CYCLONE SLIDE NOT MORE THAN 175 POUNDS. VORTEX SLIDES NOT MORE THAN 325 POUNDS.

S.R. Smith shall not be liable for any consequential, special or incidental damages, including, but not limited to any damages for loss of use of pools or injury to person or property, and any claims therefore are hereby specifically disclaimed and excluded. Some states do not allow the exclusion or limitation of incidental, special or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state. The warranty is extended to, and enforceable only by the original retail purchaser.

If any S.R. Smith products fail during the warranty period as a result of a defect in material or workmanship covered by this warranty, the original retail purchaser must notify S.R. Smith via www.srsmith.com/warranty.php. This notice from the original retail purchaser must contain all pertinent product information as outlined in the warranty claim form. S.R. Smith will determine if the product is to be returned to the factory or will ask that (1) the defective area and (2) the part of the product stamped with the serial number be removed and returned. Product pieces must be cleaned and returned freight prepaid to S.R. Smith's facility at either 1017 SW Berg Parkway, Canby, OR 97013 or 105 Challenger Drive, Portland, TN 37418 as determined by S.R. Smith.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCTS SHALL BE LIMITED TO REPAIR OR REPLACEMENT AT S.R. SMITH'S DESIGNATED FACTORY OR IN PLACE AT S.R. SMITH'S OPTION. IN NO EVENT SHALL S.R. SMITH'S LIABILITY EXCEED THE ENTIRE AMOUNT PAID TO S.R. SMITH BY THE ORIGINAL PURCHASER FOR THE FAILED OR DEFECTIVE PRODUCT.

IN NO EVENT SHALL S.R. SMITH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS FROM ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE.

No representative of S.R. Smith, nor any of its agents, distributors or dealers has any authority to alter in any manner the terms of this warranty and S.R. Smith is not responsible for any undertaking, representation or warranty made by any other person beyond the warranty expressly set forth in this warranty.