

San Juan Fiberglass Pools MANUFACTURER Limited Warranty

SAN JUAN MANUFACTURER Limited Warranty TO ORIGINAL RETAIL BUYER

THIS LIMITED WARRANTY IS OFFERED BY THE SPECIFIC SAN JUAN POOL MANUFACTURER, HEREAFTER TERMED WARRANTOR, AND IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1.WHO MAY ENFORCE THIS LIMITED WARRANTY

The following NON-TRANSFERABLE LIMITED WARRANTY may be enforced only by the ORIGINAL RETAIL BUYER of a San Juan fiberglass pool shell. As used throughout this warranty document, the term ORIGINAL RETAIL BUYER refers to the person who initially purchases a San Juan pool from a currently authorized San Juan 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 a San Juan 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.

2.WHAT IS WARRANTED AND FOR HOW LONG

Warrantor warrants the San Juan fiberglass pool shell to the ORIGINAL RETAIL BUYER for a period of twenty-five (25) years from the date of installation, under normal use. The San Juan 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.

3. WHAT IS NOT WARRANTED

Warrantor does NOT warrant the San Juan fiberglass pool shell against any cosmetic blemishes or defects including, but not limited to, the colored Gel-Coat applied to the pool as cosmetic finish. Warrantor does not warrant against the Gel-Coat finish cracking, bubbling, discoloring, fading, or in any manner altering in appearance.

Warrantor makes NO warranty regarding any decking installed or used in connection with the San Juan 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, setting, separating, crumbling, splitting, or warping.

Warrantor does not warrant pool attachments, accessories, or other equipment or supplies purchased by Warrantor from other manufacturers or suppliers used or sold in connection

with the installation of the San Juan 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, of other remedies.

Warrantor does not warrant the San Juan fiberglass pool shell against defects resulting from the Buyers failure to provide reasonable and necessary maintenance. If anyone other than Warrantor installs the San Juan fiberglass pool shell, Warrantor does not warrant the San Juan fiberglass pool shell in any manner whatsoever unless the installer strictly complies with specifications approved by Warrantor. Failure to adhere to those specifications releases Warrantor from all obligations to Buyer under this written warranty and any other express or implied warranty.

Warrantor does NOT warrant the San Juan pool shell in any manner whatsoever if repairs or replacements to the pool shell are made by anyone other than the specific pool manufacturer identified herein.

Warrantor does not warrant the San Juan fiberglass pool shell for damage resulting from misuse, accident, or acts of God including, but not limited to, flood, landslides, and earthquakes, nor improper installation, dealer storage, or transportation. Warrantor does not warrant the San Juan pool shell in any manner whatsoever if alterations are done to the pool, even if such alterations are done with the knowledge or permission of the Warrantor or performed by the specific pool manufacturer, since the only pools that shall be warranted will be those which are made according to the manufacturers standard prefabricated models.

**4. VOIDING OF THIS LIMITED WARRANTY IN THE EVENT OF UNAUTHORIZED DRAINAGE OF THE POOL BELOW THE SKIMMER OUTLET:
WARNING THE FIBERGLASS POOL SHELL MAY CRACK OR BUCKLE IF THE WATER LEVEL FALLS BELOW THE SKIMMER OUTLET. DO NOT DRAIN THE POOL YOURSELF OR PERMIT ANY UNAUTHORIZED PERSON TO DRAIN IT.**

5. BUYERS 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 San Juan 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. The authorized San Juan Dealer from whom the retail buyer purchased the pool, or any other authorized San Juan Dealer, is not an authorized representative for the purpose of effecting repairs or replacement under the terms of the limited warranty unless Buyer receives specific written conformation from the Warrantor for this purpose. Warrantor agrees to promptly provide Buyer with this information upon request in writing by the Buyer. Buyer responsible for \$75.00 trip charge for each request/visit for Warranty Service from Warrantor.

6. BUYERS DUTY TO READ POOL MAINTENANCE MANUAL

The buyer has a duty to request a copy of the Pool Maintenance manual from the San Juan Dealer, failing which the Buyer must request a copy of the Pool Maintenance Manual from

the Warrantor. The buyer has an express duty to read and follow the specific pool care instructions in the Pool Maintenance Manual referred to in this LIMITED WARRANTY. The Pool Maintenance Manual not only discusses the danger of draining the pool as noted in paragraph 4 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 San Juan fiberglass pool in accordance with the instructions in the Pool Maintenance Manual will render this LIMITED WARRANTY null and void.

7. WARRANTORS DUTY TO REPAIR OR REPLACE

In the event a leak occurs in a San Juan Fiberglass Pool shell as a result of faulty workmanship or material 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 the defective shell, it will be identical or reasonably equivalent to the original warranted shell. Warrantor agrees to cover all reasonable costs associated with transporting the replacement shell to the installation site. Warrantors duty under this LIMITED WARRANTY shall be to provide repair or replacement of shell ONLY and accepts no responsibility for any resulting damage to surrounding or adjacent landscaping or fencing during replacement delivery. In the event it should be necessary to drain the pool in order to make a repair, warrantor is not responsible in any way for replacing either water or chemicals necessary to refill pool. All repairs or the replacement shell will then be warranted for the unexpired portion of the warranty. 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. Warrantors 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 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 WARRANTORS 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.

8. 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 San Juan fiberglass pool shell only.

9. EXCLUSIVE WARRANTY

This LIMITED WARRANTY constitutes Warrantors exclusive warranty regarding San Juan 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 Warrantors agents, dealers, or authorized representative-shall have no force or effect whatsoever if such representations, promises, warranties, or statements differs 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.**

10. WARRANTY REGISTRATION CARD

The attached WARRANTY REGISTRATION CARD must be completely filled out and signed by the Buyer of a San Juan fiberglass pool shell and returned within ten (10) days of purchase of the pool to the below listed San Juan Manufacturing Plant. Completing and submitting the WARRANTY REGISTRATION CARD 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 CARD as required above will render this LIMITED WARRANTY null and void.

11. A copy of this warranty has been made available to the purchaser during the sales presentation.

12. SAN JUAN MANUFACTURING PLANT responsible for this pools LIMITED WARRANTY is:

**Arizona Environmental Container Corp.
850 North Davidson Blvd.
Eloy, Arizona 85231**

**American Environmental Container Corp.
2302 Lasso Lane
Lakeland, Florida 33801**

**Aqua Environmental Container Corp.
8883 West US 24
Wolcott, Indiana 47995**

San Juan Fiberglass Pools Gel Coat MANUFACTURER Limited Warranty

AECC/San Juan Pools (referred as San Juan) does hereby warrant the surface of its one-piece fiberglass pools only upon this express Limited Surface Warranty to the original purchaser only on the following terms:

1) 10 Year Limited Surface Warranty

San Juan warrants its surface finish against staining, discoloration and excessive fading due to defects in materials and workmanship for 10 years from the date of installation, but not gradual and reasonable color and surface degradation caused by exposure to chemicals or the environment. The pools Iridium surface finish includes combinations of color pigment and UV protection and this pigment like any material may be subject to minor levels of dulling over time if exposed to direct sunlight. However, any dulling should be uniform in nature and can be re-polished by applying a professional boat polish to the pool surface. Homeowners must not remove the water from their pool but should use only a licensed pool water management professional who understands the effects of draining a pool and how it is affected by ground water pressure. You must abide by specific cautions provided in the San Juan Manufacturers Limited Structural Warranty.

2) Exclusions to Limited Surface Warranty

This Limited Surface Warranty is void if:

- a)** Repairs are made to the pool and/or spa shell by anyone; or
- b)** Damage results from misuse, accident, act of God, ground shifting, windstorms, floods, landslides, subsidence and earthquakes; or
- c)** Installation damage, dealer storage and/or transportation; or
- d)** Damage caused by operation and/or maintenance equipment and/or accessories including, but not limited to equipment used during installation and/or use of pool covers; or
- e)** The water chemistry in the fiberglass pool and/or spa shell is allowed to get outside of standard operating water conditions causing damage to the surface of the pool shell.
- f)** The owner does not provide San Juan with access to the job site during normal business hours.

This Limited Surface Warranty does not cover any equipment used in connection with the fiberglass pool and/or spa shell or any other accessories supplied or any properties surrounding the pool and/or spa including but not limited to decks, concrete, wood, masonry or any other surrounds around the pool and/or spa shell. It also does not cover any pain or suffering, loss of use, water loss and/or chemical loss.

3) Buyers duty to read and follow the Pool Maintenance Manual

The buyer has an express duty to read the Pool Maintenance Manual provided by San Juan upon completion of the installation. A copy of the Pool Maintenance Manual can be found at www.sanjuanpools.com. Failure to maintain your San Juan pool within the parameters of the Pool Maintenance Manual will render this Limited Surface Warranty null and void.

4) Buyers duty in the event of a breach

In the event of a breach of the Limited Surface Warranty, the owner must notify San Juan of the defect within five (5) days of its discovery by registered mail. Failure to provide notice within the prescribed time and within the prescribed manner shall render the Warranty null and void.

5) Warranty Claim

San Juan in its sole discretion will determine if the warranty claim is due to defect in workmanship or materials or alternatively whether the warranty claim is as a result of the actions or non-action by the installer, customer or some other cause. If San Juan determines that the warranty claim is as a result of the defects in workmanship or materials San Juan reserves the right to repair the fiberglass pool and/or spa shell. Any warranty repairs may require modification to the fiberglass pool and/or spa shell surface or to the texture of the San Juan Iridium finish.

6) Limitations

San Juan shall in no event be liable for any personal injury, property damage, direct, indirect, special, incidental or consequential damage or losses of any kind arising from the performances or supply of the fiberglass pool and/or spa shell. In the event of a breach, the liability of San Juan shall not exceed the original amount paid to San Juan for the fiberglass pool and/or spa shell.

7) Warranty Registration

The warranty registration information must be submitted by the owner in accordance with the San Juan Limited Structural warranty. Submission of the registration information puts the Limited Surface Warranty in effect. Failure to do so will render the Limited Surface Warranty null and void.