

# LIFE TIME LIMITED WARRANTY

AMERICAN POOLS, INC. ("API" herein) does hereby warrant its fiberglass pools only upon this express limited warranty to the original retail purchaser thereof as follows.

1. The warranty expressed herein is applicable only for the original retail Buyer and is not transferable or assignable.
2. This warranty shall only be applicable for the original retail purchaser when, and only when;
  - (a) The original installation was performed by API, or an authorized installing dealer of API, or a licensed contractor, or original buyer if he complies with local building codes, permitting, inspection, and installation procedures adopted and approved by API.
  - (b) API has received full payment for said pool.
  - (c) API is notified in writing within five (5) days of the inception of the breach of the warranty as set forth herein, with said writing specifying the exact nature of the alleged breach. Notification shall be mailed to: Customer Service Department, 10528 Tanner Road, Houston, TX 77041.
  - (d) The Buyer cooperates with API or its designated representative and gives them proper access to said pool during normal business hours Monday thru Friday.
  - (e) Full purchase price has been paid to the independent dealer, contractor, or installer. It is further agreed that each of these are not employees or agents of API.
3. API warrants its fiberglass pool shell to be structurally fit for as long as you own the pool. The term "structurally fit" shall only mean that the pool is capable of containing water. In the event of a failure of the pool to hold water, API will repair the same so that it does hold water. Repairs may require modification in length, width, depth, or texture of the pool. API only warrants the pool to hold water. This warranty shall extend to all fiberglass material necessary to affect the proper repair of the fiberglass pool shell. API will not compensate for loss of time, inconvenience, or replacement water or replacement chemicals resulting from said repairs. This warranty does not cover any electrical or concrete removal / replacement, pool removal or replacement, landscape, backfill materials, or crane, if necessary to repair or replace the pool shell. It is the responsibility of the pool owner to brace and drain the pool and remove all ground water from around the pool. THIS WARRANTY SHALL NOT APPLY TO LABOR OF ANY KIND OR TRANSPORTATION OF ANY KIND.
4. API's finish coat or gel-coat applied to add smoothness and color to the pool interior is warranted for a total period of 7 years. This warranty excludes discoloration, staining, spotting, hairline cracks, cobbling, surface yellowing, blistering, and roughness due to water chemistry abuses or improper maintenance procedures. Buyer agrees to have pool water professionally tested at a pool store at least every 2 months thru out the ownership of the pool, to maintain those records, and to provide them to American Pools upon written request. This surface warranty is accepted with the understanding that over time some color difference may occur. API recommends and assumes that the installer will cover the coping with a suitable material or decking. Therefore the coping is not included under the terms of this warranty. This warranty does not include gel-coat cracks which do not result in a loss of water which may appear subsequent to one (1) year from date of purchase of pool shell invoice from API by installing contractor.
5. The limited warranty does not extend to systems or fittings attached to the pool shell including pipe fittings, skimmer, inlet fittings, pipe, the light niche, or anything else connected with the pool, only the ability of said pool to contain and hold water. This warranty does not cover damages caused or contributed to by accident, abuse, misuse, improper installation, improper draining of the pool, improper site drainage, non-factory trained installation, exposure to fire or hazards of nature, including floods, hurricanes, tornados, ground faults, or shifting and setting soil. And this includes any other type of act of God or occurrence that API has no control over. Any of these things causing the pool to fail, the expense of repairing said pool will be totally incurred by the owner. Professional leak test if necessary will be paid for by pool owner.
6. API with in its sole discretion will determine if the alleged breach of warranty is due to or from a defect in the structure of said pool, the installation of the pool by the Buyer, API, a contractor, weather / acts of God, or from some other cause and as to whether repair or replacement of the pool shell is necessary.
7. Except as expressly provided herein, API, makes no warranty expressed, implied or otherwise concerning its fiberglass pool. API makes NO WARRANTY as to the MERCHANTABILITY of the pool nor as to its FITNESS FOR ANY PARTICULAR PURPOSE the buyer may have for the pool. There shall not be other warranty or obligation, expressed or implied, oral or statutory, that make API, its agents, or employees liable for injury or damages for any claim of damage.
8. Except as provided herein, the pool shell is sold "AS IS" with all risk of quality and performance of the pool shell on the buyer. Should the pool prove damaged following its purchase for reasons other than "structural fitness" as defined herein, the buyer and not the manufacturer, distributor or retailer assumes the entire cost of all necessary servicing or repair.
9. Buyer agrees not to allow diving into any pool unless it is within a diving well of 8'6" or more. Buyer agrees that it will post and enforce "No Diving" signs at pool site and that Seller will provide "No Diving" signs at pool start up procedure.
10. API makes NO WARRANTY on any concrete or deck work used in connection with said pool. All concrete work or deck work in connection herewith shall be at the owner's sole cost and expense and shall not be at the expense of API.



11. If warranty work is necessary, API, reserves the right to repair or replace the pool. In the event API chooses to replace the pool, this limited warranty does not include removal of existing pool or installation of a replacement pool. Further, transportation and lodging costs are not included in this limited warranty, plus API will NOT be liable nor responsible for any loss or damage to property including but not limited to any fencing, grass, shrubbery, driveways, walks, trees, patios, water and chemicals or other improvements necessary for API to honor this warranty, except for any gross negligence.

12. Any dispute between API and Buyer arising out of this warranty or the adequacy of API's performance hereunder shall be resolved by arbitration only before a single arbiter mutually acceptable to API and Buyer. Arbitration thru the American Arbitration Association shall be the parties' exclusive remedy. If a dispute arises and the parties are unable to agree upon a mutually acceptable arbiter, either party, at any time, may request that an arbiter be appointed by the American Arbitration Association. In such case, arbitration shall proceed in accordance with the Construction Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and binding and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The fees and expense of the arbitrator, and the costs of arbitration, including attorney's fees, shall be apportioned by the arbitrator against the non-prevailing party in favor of the prevailing party. Notice of the demand for arbitration shall be filled in writing with the other party and with the American Arbitration Association. Venue for the arbitration and the enforcement of this warranty is exclusively Houston, Harris County, Texas, USA.

13. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EITHER WRITTEN, ORAL OR IMPLIED AND MAY NOT BE ALTERED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF API. API WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER CAUSED BY THE BREACH OF THIS WARRANTY, INCLUDING, BUT NOT LIMITED TO LOSS OF USE OF THE POOL, LOSS OF TIME INCONVENIENCE OR LOSSES REFERRED TO IN STATED HEREIN. THE DURATION THEREOF IS LIMITED TO ONE YEAR FROM THE DATE OF ORIGINAL SALE AND REMEDIES THEREUNDER ARE LIMITED TO REFUND, REPAIR OR REPLACEMENT AT THE OPTION OF API.

14. THIS LIMITED WARRANTY WILL BE VOIDED IF ANY OF THE FOLLOWING ARE ALLOWED TO OCCUR:

- (a) Pool is designed to remain full of water at all times! Do not allow water to draw down below skimmer outlet. The pool shell or pool equipment may be damaged if water level is allowed to drop below pool skimmer outlet.
- (b) Pool shell may be damaged and separation from concrete may occur if pool is allowed to overflow or heavy water drainage is allowed to over-run deck into pool shell. Do not allow pool to overflow. Keep water level in middle of skimmer.
- (c) Keep run off water away from pool area and hydrostatic (ground water) pressure down or bulging may occur.
- (d) API will NOT be held responsible for unforeseen problems or circumstances which arise from inadequate site drainage causing excessive hydrostatic pressure or incorrect deck installation.
- (e) Pool is designed to be an "inground pool". This warranty shall be null & void is any part of the pool is installed above ground. "Inground" is defined as any pool shell whose walls fully rest against and are properly supported by installation backfill material.
- (f) Pool is designed to be surrounded by a concrete deck. This deck must be completed within two (2) weeks of shell installation.

DATED \_\_\_\_\_  
American Pools, Inc.  
By: \_\_\_\_\_  
American Pools, Inc.  
10528 Tanner Road, Houston, TX 77041  
713-466-0796

Pool Serial No. \_\_\_\_\_  
SIGNATURE \_\_\_\_\_  
OWNER (print) \_\_\_\_\_  
OWNER (print) \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_