



## Blue Hawaiian Fiberglass Pools Lifetime Limited Warranty



Blue Hawaiian Fiberglass Pools ("BLUE HAWAIIAN" herein) does hereby warrant its fiberglass pools only upon this express limited warranty to the original purchaser thereof as follows:

1. The warranty expressed herein runs only for the benefit of the original purchaser at retail.
2. This warranty shall only be for the benefit of the original purchaser when, and only when;
  - (a) The original installation was done by BLUE HAWAIIAN, a duly authorized dealer of BLUE HAWAIIAN, or a licensed contractor, or original buyer if he complies with local building codes and installation procedures adopted and approved by BLUE HAWAIIAN.
  - (b) BLUE HAWAIIAN has received full payment for said pool.
  - (c) BLUE HAWAIIAN is notified in writing within 7 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.
  - (d) The owner cooperates with BLUE HAWAIIAN and gives them proper access to said pool during normal business hours.
3. BLUE HAWAIIAN warrants its fiberglass pool shell to be structurally sound for as long as you live. The term "structurally sound" shall only mean that the pool is capable of containing water. In the event of a failure of the pool to hold water, BLUE HAWAIIAN will repair the same so that it does hold water. Repairs may require modification in length, width, depth, or texture of the pool. BLUE HAWAIIAN only warrants the pool to hold water. BLUE HAWAIIAN will not compensate for loss of time, inconvenience, or replacement cost to refill pool or chemically condition pool water resulting in said repair. The OWNER is responsible for draining and bracing the pool, and removing all hydrostatic (ground water) from around pool.
4. All cosmetic or surface repairs performed by BLUE HAWAIIAN shall be done using the same color materials used on the original manufactured pool shell. A potential shade and/or color variance may be observable where the cosmetic or surface repair was performed by BLUE HAWAIIAN. Coping is not considered part of the pool surface for warranty purposes. Color variances, crazing, mold marks, spider cracks, chips, or other inherent blemishes in the coping are not cause for rejection.
5. BLUE HAWAIIAN assumes that the independent contractor installing the pool will be covering the coping of the pool with a suitable decking product and therefore does not include the coping area as covered under the terms of this warranty.
6. BLUE HAWAIIAN finish coat or gelcoat is warranted against blistering, staining, excessive fading, discoloration, and surface yellowing caused by material or manufacturing defects for a period of 20 years from the date of manufacture. This surface warranty is accepted with the understanding that with exposure to the elements and time that some color and surface degradation may occur.
7. This warranty excludes discoloration, staining, fading, hairline cracks, blistering, surface yellowing, cobalting, and roughness due to water chemistry. The texture characteristics inherent in "Gemstone<sup>®</sup>", "Diamond Series<sup>™</sup>", and "Extreme Quartz<sup>™</sup>" finishes are excluded from the surface warranty.
8. The limited warranty does not include 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. Any of these things causing the pool to fail, the expense of repairing said pool will be totally incurred by the owner.
9. BLUE HAWAIIAN 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 pool by the owner, BLUE HAWAIIAN, a contractor, or from some other cause.
10. Except as expressly warranted herein, BLUE HAWAIIAN makes no warranty, expressed, implied or otherwise concerning its fiberglass pool. BLUE HAWAIIAN 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.
11. 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 defective following its purchase for reasons other than "structural soundness" as defined herein, the buyer and not the manufacturer, distributor or retailer assumes the entire cost of all necessary servicing or repair.
12. BLUE HAWAIIAN makes NO WARRANTY on any concrete used in connection with said pool. All concrete work in connection herewith shall be at the owner's sole cost and expense and shall not be at the expense of BLUE HAWAIIAN.
13. In repairing said pool, BLUE HAWAIIAN reserves the right to repair or replace the pool:
  - (a) In the event BLUE HAWAIIAN chooses to replace the pool this limited warranty does not include removal or installation of a replacement pool. Transportation and lodging costs are not included in this limited warranty. BLUE HAWAIIAN 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 or other improvements occasioned by BLUE HAWAIIAN honoring this warranty, except for any gross negligence.
  - (b) In the event BLUE HAWAIIAN chooses to repair the pool, BLUE HAWAIIAN will NOT compensate for lost time, inconvenience, or replacement cost to refill pool or chemically condition pool water resulting in said repair. The OWNER is responsible for draining and bracing the pool, and removing all hydrostatic (ground water) from around pool.
14. 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 BLUE HAWAIIAN. BLUE HAWAIIAN 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 10 ABOVE. SHOULD BLUE HAWAIIAN BE FOUND TO MAKE ANY WARRANTY BY OPERATION OF LAW OR OTHERWISE, OTHER THAN IS STATED HEREIN, THE DURATION THEREOF IS LIMITED TO ONE YEAR FROM THE DATE OF THE ORIGINAL SALE AND REMEDIES THEREUNDER ARE LIMITED TO REFUND, REPAIR OR REPLACEMENT AT THE OPTION OF BLUE HAWAIIAN.
15. 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 may be damaged if water level is allowed to drop below the 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 areas and hydrostatic (ground water) pressure down or bulging may occur.
  - (d) BLUE HAWAIIAN will NOT be held responsible for unforeseen problems or circumstances which arise from inadequate site drainage causing excessive hydrostatic pressure or incorrect deck installation.

DATED \_\_\_\_\_

POOL SERIAL NO. \_\_\_\_\_

BLUE HAWAIIAN FIBERGLASS POOLS

OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_