



Trilogy Pools Limited Manufacturer's Warranty



This Limited Manufacturer's Warranty (the "Warranty") is offered by Trilogy Pools (a branded product line of Viking Pools, LLC, the "Manufacturer") to the original purchaser ("Buyer") of the fiberglass pool shell (the "Pool") and is subject to the following terms and conditions:

COVERAGE: Manufacturer warrants the Pool against leaking due to structural failure, as defined below, caused by faulty workmanship or materials used in the manufacture of the shell for as long as the original buyer owns the pool. The surface finish of the Pool (the cosmetic finish, referred to as the "gelcoat" or "solid surface finish") is warranted against osmotic blisters for as long as the original buyer owns the pool. Coverage under this Warranty shall extend only after Manufacturer has received payment in full for the Pool. For purposes of this Warranty, "structural failure" shall be defined as water loss due to fracture, void, crack, or other similar separation of the Pool which arose from a defect in the Manufacturer's workmanship or materials, and which did not result from and/or arise due to the excluded occurrences, circumstances, situations, causes and/or contributing factors identified in the "**LIMITATIONS AND EXCLUSIONS**" section below.

LIMITATIONS AND EXCLUSIONS: Manufacturer does not warrant against and this Warranty is not intended to cover:

- Failure resulting from improper installation.
- Damage to or failure resulting from any attachments to the pool such as fittings, skimmers, piping, lighting fixtures, wiring, rails, ladders, slides, or any other accessories.
- Damage to or failure resulting from any attendant structures to the pool such as decks, waterfalls, fountains, or spas.
- Damage to or failure resulting from concrete decking or other structure attached to the pool shell.
- Failure resulting from improper or unauthorized draining of the pool or the rising of the ground water table above the pool water level.
- Any consequential damages, such as, but not limited to, pool water loss, chemical replacement, or other losses, which may arise due to the structural failure.
- Repairs made by any other party other than an authorized representative of the Manufacturer.
- Labor costs of any kind.
- Costs associated with removal and/or installation of a replacement pool.
- Fading, staining, discoloration, cracking or in any manner changing appearance of the surface finish.
- Discoloration or deterioration caused by abnormal use of the pool, improper water chemistry, or negligence.
- Any damage caused or contributed to by accident, negligence, abuse, misuse, act of God, or act of nature (including, but not limited to, flooding, fire, settling of soil, or shifting of earth).
- Any damage caused by Buyer's failure to provide reasonable and necessary maintenance to the pool.

RECEIPT OF LITERATURE: Buyer warrants and represents that it has read and understood all of the literature published and/or distributed by Manufacturer with regard to the subject Pool and agree to adhere to the recommendations and requirements included in such literature.

NOTIFICATION: In the event of discovery of any potential Warranty claim condition, Buyer must notify Manufacturer within seven (7) days of discovery in writing. Such notification must be sent via registered mail to the address listed on this Warranty. Failure to provide such written notice shall constitute a waiver of any obligation of Manufacturer to perform under this Warranty.

PERFORMANCE: In the event of structural failure, as defined above, Manufacturer (or its authorized agent) shall repair or replace the Pool shell to restore its structural integrity. The choice of repairing or replacing the Pool shall be at the sole discretion of the Manufacturer. In the event of Pool replacement due to structural failure, Manufacturer shall not be liable for any costs associated with removal/disposal of the failed Pool or installation of the replacement Pool. In the event of osmotic blistering of the surface finish, as defined above, Manufacturer or its authorized agent shall repair the affected area of the Pool or replace the Pool. Replacement of the Pool shall be at the Manufacturer's sole discretion. In the event of Pool replacement due to osmotic blistering, Manufacturer shall not be liable for any costs associated with removal/disposal of the failed Pool or installation of the replacement Pool.

VOIDING OF THIS WARRANTY: The Pool is designed to REMAIN FULL OF WATER AT ALL TIMES. This Warranty shall be void and unenforceable as a matter of law in the event of drainage of the Pool below eight inches (8") from the top of the pool shell (the beam of the shell).

EXCLUDED WARRANTIES: THIS WARRANTY IS EXCLUSIVE. IN EXCHANGE FOR THIS LIMITED WARRANTY ISSUED TO BUYER, BUYER ACKNOWLEDGES MANUFACTURER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS AND/OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES PERTAINING IN ANY WAY TO ANY WORK, LABOR OR MATERIALS PROVIDED UNDER THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

MANDATORY ARBITRATION: All parties to this Warranty represent, covenant and agree that any and all disputes that occur regarding the performance of this Warranty or the Pool shall be settled by binding arbitration conducted pursuant to the provisions of the Federal Arbitration Act and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. All parties agree that the arbitration proceedings to resolve all such disputes shall be conducted in Huntsville, Alabama.

SOLE AGREEMENT: Buyer acknowledges and agrees that this Warranty is inclusive of all terms and conditions of the sole agreement between the parties. The parties acknowledge and agree that there are no other agreements of any kind, written or oral, between them and this Warranty supersedes any understandings, agreements or representations by or among the parties.

DATED: _____

POOL SERIAL #: _____

OWNER: _____

ADDRESS: _____

SIGNATURE: _____

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