



## FORTY YEAR LIMITED WARRANTY

This product has been designed and manufactured under strict quality control procedures to insure your full enjoyment and continuing satisfaction. This warranty entitles the purchaser to the following protection: Structural components are warranted to be free from defects in workmanship for a period of **FORTY (40) YEARS** from the date of purchase, subject however, to the limitations and restrictions hereinafter set forth.

1. Pool equipment and accessories including, but not limited to, filters, ladders, skimmers, vacuum kits and pool liners shall carry the warranty issued and provided by the manufacturer of the equipment, if any.
2. The manufacturer cannot be responsible for fading, discoloring, peeling, shattering or other problems which may result from ordinary use or misuse.
3. The manufacturer will endeavor in good faith to maintain a supply of replacement parts for this product. The manufacturer reserves the right to make substitutions. The manufacturer shall not be liable to supply parts that are out of production or unavailable.
4. The manufacturer is not responsible for structural damage caused by the formation of an ice or snow load, storm damage, acts of God, or damages caused by the improper installation of any accessory. A pool left standing without water is also exposed to potential severe wind damage. Such damage would not be covered under this warranty.
5. Should the use of any accessory or item such as, but not limited too, a salt water chlorination device be believed to be the cause or root of defect, this warranty shall be voided.
6. The manufacturer shall not be responsible for any labor required to remove or replace any component, nor shall the manufacturer be responsible for the cost of any water replacement and or any incidental or consequential costs or damages.
7. Failure of the purchaser to comply with the written instructions or with the care and maintenance requirements outlined in the instruction manual, or failure of the purchaser to allow the manufacturer's representative or dealer to inspect components claimed defective, shall render this warranty null and void, and all owners' warranty rights shall terminate. This warranty is null and void if alteration is made in the design, or unauthorized components are used.
8. To validate this warranty, this product must be registered with the manufacturer's Customer Service Department by providing all the information required on the attached card which must be mailed within Fifteen (15) days of installation or within six (6) months of purchase, whichever occurs earlier. All subsequent claims must be made in writing and must refer to the warranty registration number on the warranty.
9. No agent, dealer, salesman, or other individual is authorized to change or modify this warranty, and such changes or modifications will not be recognized by the manufacturer.
10. The manufacturer does not employ installers, and it is therefore the purchaser's obligation and duty to obtain qualified installers in order that this product be properly installed in accordance with the factory instruction manual.
11. All warranties contained herein apply only to the original owner and are not transferable.
12. The pool must be serviced in accordance with the instructions in the installation manual.
13. All Claims under this warranty must be directed to the Customer Service Department at the company's address. You must submit the following;

- Four (4) photographs of the damaged or affected area.
- Copy of original sales receipt
- Written explanation of the problem
- Copy of the Limited Warranty

After receipt of the above written notification, it maybe required for the components in question to be returned to the manufacturer. If so a return authorization will be issued and the component must be returned to the factory, freight prepaid, for inspection. The company will notify the purchaser of its determination regarding all claims presented under this warranty within 40 days of receipt of all required information and / or items.

*Continued on other side*

**RETAIN THIS SECTION FOR FUTURE REFERENCE**

### REGISTRATION CARD

### 40 YEAR LIMITED WARRANTY

Name of Purchaser \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Pool Size/Model No. \_\_\_\_\_

Date Purchased \_\_\_\_\_ Retail Price \_\_\_\_\_

Date Installed \_\_\_\_\_ Installed By \_\_\_\_\_

I have read and understand the Limited Warranty, all the instructions contained in the instruction manual and the materials related thereto pertaining to installation and erection of this product and the prevention of potential hazards that can possibly result in permanent physical injury or death. I acknowledge it is my responsibility to supervise my pool, and, therefore, the manufacturer cannot be held responsible for accidents that occur on or about my pool. I have also received "Do Not Dive/Do Not Jump" Warning Labels and have or will post them in a conspicuous place on my pool.

Purchaser's Signature \_\_\_\_\_

Dealer Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Comments \_\_\_\_\_

**THIS LIMITED WARRANTY NOT VALID UNLESS ALL INFORMATION SPACES ARE COMPLETED  
 Complete and Mail**

14. If a filter, light or any other electrical device is added to this manufacturers pool, it is the responsibility of the purchaser to take all necessary precautions as set forth in the National Underwriters Electrical Code or Local Electrical Code. Failure to comply with this requirement may result in a dangerous or hazardous condition, and will void this warranty.
15. This limited warranty does not cover damage caused by misuse, negligence, act of God, failure to properly winterize, improper installation, vandalism, or commercial use.
16. Under no circumstances will the manufacturer issue a refund, or be responsible for installation costs of replaced or repaired components.
17. Should a component be found defective, the factory will return the replacement component to the purchaser, freight pre-paid.
18. In the event there is a workmanship defect in the structural component within the duration of this warranty from the date of purchase, the manufacturer will replace or repair, **not install**, at its option, any such defective component in accordance with the following schedule and procedure.

**Percentage Of Retail Price To Be Discounted To The Original Purchaser**

First through Third Season	100%
Fourth Season	70%
Fifth Season	60%
Sixth Season	50%
Seventh Season through Eighth Season	40%
Ninth Season through Tenth Season	30%
Eleventh through Fifteenth Season	25%
Sixteenth through Twentieth Season	20%
Twenty-one through Twenty-five Season	15%
Twenty-six through Thirtieth Season	10%
Thirty-one through Forty Season	5%

A season ends on December 31st of each **calendar** year. Any claim must be accompanied by dated proof of purchase.  
 The retail price shall be the manufacturer's suggested retail price effective at the time of replacement.

**SAFETY PRECAUTIONS: IMPORTANT - FOR YOUR HEALTH and SAFETY - PLEASE NOTE.**

**This swimming pool does not have sufficient depth for diving. Do not dive. Do not Jump. Do not allow others to dive or jump into this swimming pool. Diving is dangerous and can cause permanent physical injury or death. Supervise children at all times. Prevent accidents by prohibiting horseplay and unnecessary roughness in the pool or pool area.**

Proper warning signs are provided with your pool and must be displayed prominently.  
 This warranty gives you specific legal rights. You also have an implied warranty right. In the event of a problem with warranty service or performance, you may be able to go to a Small Claims Court, a State Court, or a Federal District Court.

This warranty herein sets forth the entire liability against the manufacturer, and it shall not be liable for any other charges or incidental or consequential costs or damages incurred by the purchaser by reason of the occurrence of defects against which this warranty is made. This warranty hereby made is intended to be in lieu of any and all warranties expressed or implied, or merchantability or otherwise, and no other warranties are made or may be implied.



From:

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Place  
Postage  
Here

**SWIM'N PLAY, INC.  
 313 REGINA AVENUE  
 RAHWAY, NJ 07065-4891**

**Attn: Customer Service Dept.**